



Commonwealth of Virginia
Virginia Information Technologies Agency

IT RESEARCH & ADVISORY SERVICES

Optional Use Contract

Date: May 22, 2006

Contract #: **VA-020131-GARG**

Authorized User: Commonwealth of Virginia agencies and institutions of higher education,
Political Bodies

Contractor: THE GARTNER GROUP
12600 Gateway Boulevard
Fort Myers, FL 33913

FIN: 04-3099750

Contact Person: Jim Emmerson
Phone: 704-827-4458
E-mail: james.emmerson@gartner.com

Delivery: Per Purchase Order

FOB: Destination

Term: February 22, 2006 – February 26, 2007

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

John Tackley
Phone: 804-371-5930
E-Mail: john.tackley@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

CONTRACT #VA-020131-GARG
EXTRACT CHANGE LOG

[illegible]

MODIFICATION #9
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gartner, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-020131-GARG, as modified.

The purpose of this Modification # 9 is to allow for price increases by 3.8% for certain services, price decreases for certain services, and to revise and replace the currently agreed to Attachment "A" entitled Rate Schedule with a revised rate schedule. This modification applies only to orders placed after the date of final execution of this modification.

Reference: Contract VA-020131-GARG, Attachment "A", entitled "Level I Services":

Both of the above referenced parties agree to delete the currently agreed to Attachment "A", pages 1 through 18, as revised in Modification #7 to the Agreement and to replace it in its entirety with the attached updated and revised Attachment "A". Attachment "A" is hereby incorporated into and made an integral part of Contract VA-020131-GARG, as revised.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF
EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY
AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.
ELECTRONIC SIGNATURES SHALL BE CONSIDERED AS IF ORIGINAL SIGNATURES.

GARTNER, INC.

BY: 

NAME: William F. Mohan, Jr.
Director, Government Contracts

TITLE: _____

DATE: May 17, 2006

COMMONWEALTH OF VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: ASSEC. DIRECTOR

DATE: May 18, 2006

Attachment “A”
Modification #9
Contract VA-020131

Attachment “A” is hereby updated and made an integral part of Agreement Number VA-020131-GARG between Gartner, Inc. and the Commonwealth of Virginia. effective through contract termination.

Table of Contents

Gartner Intelligence

- Gartner Core Research
 - Reference
 - Advisor
- Research Inquiry Access Program
- Gartner for IT Leaders
- Industry Advisory Services
- Enterprise Planning & Architecture Strategies
- Educause
 - Reference
 - Advisor
- Talking Technology
 - Talking Technology Series
 - Talking Technology Intranet

Events

- Theme conferences
- Symposium

Executive Programs

- Gartner EXP CIO Signature (formerly EXP Club)
- Gartner EXP Premier
- Gartner EXP Human Resources
- Best Practice Councils

Human Capital Management

- IT Market Compensation Study Reports
- Human Capital Management (HCM) Workshops
 - HCM Workshop: Mission and Values
 - HCM Workshop: Communications Strategy and Plan
 - HCM Workshop: Leadership Development
 - HCM Workshop: Organization Alignment
 - HCM Workshop: Human Capital Management Assessment
 - HCM Workshop: Organization Design
- Job Family Competency Models

Gartner Consulting

Gartner Intelligence

Gartner Core Research

Description: Core Research offers a wide variety of coverage on technology trends and issues to help IT and business technology decision-makers.

Reference Seats: consist of the following components:

- Research included in the Focus Areas on www.gartner.com is listed below:

Application Development
Application Integration and Middleware
Business Intelligence and Data Warehousing
Client Platforms
Communications Services
Customer Relationship Management
Digital Documents and Imaging
ERP and Supply Chain Management
Emerging Technologies
Enterprise Management
Enterprise Networking Equipment
Financial Services
Government
Healthcare
Higher Education
IT Management
IT Services and Outsourcing
Knowledge Support
Mobile and Wireless
Open Source Software
Public Network Infrastructure Equipment
Security and Privacy
Semiconductors
Servers and Storage
Small and Midsize Business
Technology and Society
Web Services

- Executive Summaries of Market Overviews from Gartner Dataquest research:
Gartner Dataquest advises IT and telecom vendors and investors, large and small, all over the world, helping them to formulate product and investment plans, evaluate competition, assess market position, and define future strategies. Full reports are available for purchase at an additional cost. Should you be interested in a report please see your Gartner Account Executive.

Advisor Seats consist of the following components:

- All Reference deliverables outlined above
- Un-metered inquiry
- Monthly Talking Technology Series CD
- Teleconference access - prescheduled one-hour teleconferences provide IT and other business professionals the opportunity to talk live with Gartner analysts about a range of topics. Space is limited, so please register early.
- One (1) Gartner Theme conference ticket (Excluding Symposium)

Pricing: When purchasing a combination of Reference and Advisor seats, add Reference and Advisor seats to determine the total number of seats you are purchasing, then use the total number of seats to determine the price point.

REFERENCE SEAT	Price/user (thousand)
1	\$ 9,547.52
3	\$ 9,547.52
5	\$ 9,547.52
10	\$ 7,425.85
25	\$ 5,092.01
50	\$ 4,137.26
100	\$ 2,758.17
ADVISOR SEAT	Price/user (thousand)
1	\$ 15,912.54
3	\$15,912.54
5	\$15,912.54
10	\$ 9,123.19
25	\$ 7,850.19
50	\$ 6,789.35
100	\$ 5,940.99

Gartner for IT Leaders

Gartner for IT Leaders is a service that provides research and advice about information technology and the functional responsibilities of specific IT roles. Gartner for IT Leaders aligns specific job-related challenges with the appropriate Gartner analysts and insight, and connects users to IT peers who share common business and technology issues.

DELIVERABLES

There are two levels of named User access to Gartner for IT Leaders: Reference and Advisor.

Reference Users

- Access to all gartner.com Role-Based Offering Web pages. Exclusive gartner.com home pages that serve as gateways to role-specific content, such as: organizational structures, activity cycles, blogs, polling, hot picks, FAQs and "most relevant" research.
- Community. Access to an exclusive online community that provides insight and experience from both Gartner analysts and IT peers who share common interests related to specific roles.
- News and Analysis. Timely analysis of breaking news of interest to specific technology roles keeps IT leaders current.
- A range of Written Research Reports, such as:

Vendor and Product Ratings — provides end-user organizations with a holistic view of vendors from which they are purchasing products and services.

Special Reports — cover underlying research themes that cut across technology or industry-specific research, or provide in depth strategic analysis of trends, industry developments, vendors, products and services.

Published Research — focus on companies, products, markets, decision frameworks, tactical guidelines, case studies, and strategic planning assumptions

Perspectives/Research Briefs — provide analysis and commentary on key technologies, companies, products, market opportunities, events, user and distribution trends, and strategic issues in the IT and telecom market segments tracked by Gartner Dataquest.

Qualitative Executive Summaries — top-level analysis on Market Trends, User Surveys, and Market Focus from Gartner Dataquest Cluster research reports.

Advisor Users

Advisor Users receive all of the Gartner for IT Leaders deliverables for Reference Users, stated above, as well as:

- **Standard Analyst Inquiry** — provides named Gartner for IT Leaders Advisor Users with access to Gartner analysts through Standard Analyst Inquiry, as required for their individual business purposes for the benefit of Client. Inquiry sessions are related to the interpretation or application of published Gartner Research and are based on applicable Research Service scope of coverage, as determined by Gartner.

Typical inquiry sessions can take up to 30 minutes of an analyst's time, which may be extended at the analyst's discretion. Inquiries requiring additional analysis or research by the analyst are not included. Additionally, Standard Analyst Inquiry provides basic technology reviews of business related documents that are 20 pages or less and take up to 60 minutes of an analyst's time. Examples of documents include requests for proposals, marketing or business plans and procurement agreements.

- **Teleconferences** — periodic "telephone meetings" on pressing, timely issues. Gartner analysts speak on these topics and then poll the listeners.
- **Talking Technology Series** — a monthly CD-ROM that provides an executive summary focusing on hot IT issues
- **Summit Event Ticket** — a ticket for one employee to attend one Gartner Summit event.

Pricing: Please contact your Gartner Account Manager for pricing for Gartner for IT Leaders

Research Inquiry Access Program

Description: The Inquiry Access Program extends access to Gartner analysts to infrequent inquirers that are existing Gartner seat holders.

Standard inquiries are fulfilled within the following parameters:

- Inquiries are based on Gartner Core Research for all Reference seat holders, and, if applicable, Dataquest Cluster Scope of Coverage
- Inquiries may take up to 30 minutes of an analyst's time
- The scope of an inquiry may include up to five (5) related questions
- Inquiry may be sold in increments of five (5), must be co-terminous with the Main Commonwealth contract

*Please Contact Sales Prior to purchasing.

INQUIRY ACCESS	
No. of Inquiry Instance Entitlement (Applicable to 1 or more Reference seat holders)	Total
5	\$ 4,773.76
10	\$ 9 547.52
20	\$ 19,095.05

Industry Advisory Services

Gartner Industry Advisory Services (IAS) are available to support the different business needs of Technology Users and Technology Vendors. There are four models available for each audience: entry level, single seat, workgroup and enterprise models.

Technology User clients get to help shape the Gartner Industry research agenda to ensure we cover topics that are important to them. Best of all, Advisor Gold clients will be assigned a client service representative who facilitates interactions with Gartner Industry analysts and sends relevant research at the right time.

Industry Advisory Services with Dataquest for Technology Vendors provides clients with key supply-and-demand market insight by combining market statistics, market trends and competitive analysis from the Dataquest Industry Market Strategies Cluster, with deep insight on industry-specific business processes and technologies from IAS.

Entry Model

The Industry Advisory Services offering is a research service dedicated to helping clients guide and grow their businesses. Industry Advisory Services Entry Model provides data and insights related to industry issues, market dynamics and emerging/enabling information technologies.

The service provides reference-level access to the Deliverables listed below to one named User.

Client's purchase of Gartner Core Research is a prerequisite to the purchase of Industry Advisory Services. All named IAS Users must also be named Core Research Users.

DELIVERABLES

Client will receive the following deliverables:

- Published Research
- Hype Cycles
- Industry Magic Quadrants
- First Takes
- Teleconferences as needed (at the discretion of the Gartner lead analyst)
- Access to the gartner.com Industry Focus Area, with the ability to search and browse industry content

Single User Model

The Industry Advisory Services offering is a research service dedicated to helping clients guide and grow their businesses. Industry Advisory Services: Single User Model provides data and insights related to industry issues, market dynamics and emerging/enabling information technologies.

The service provides access to the Deliverables listed below to one named User, referred to as an Industry Advisor Gold User.

Client's purchase of Gartner Core Research is a prerequisite to the purchase of Industry Advisory Services. All named IAS Users must also be named Core Research Users.

DELIVERABLES

Client will receive the following deliverables:

- Published Research
- Hype Cycles
- Industry Magic Quadrants
- First Takes
- Teleconferences as needed (at the discretion of the Gartner lead analyst)
- Access to the gartner.com Industry Focus Area, with the ability to search and browse industry Content

Research agendas are developed by Gartner analysts based on a combination of interactions with clients, market demand analysis, scenarios and strategic planning assumptions. In addition, Industry Advisor Gold Users will have the following privileges:

- Quarterly, proactive consultations with designated analyst to update strategic priorities and discuss progress.

- Client's own designated industry specialist who will provide concierge-level customer service.

INQUIRY ACCESS

The Industry Advisor Gold User has inquiry access through standard analyst inquiry, limited to a named User only and to topics covered in the product offering, as determined by Gartner.

Workgroup Model

The Industry Advisory Services offering is a research service dedicated to helping clients guide and grow their businesses. Industry Advisory Services for Technology Users: Workgroup Model provides data and insights related to industry issues, market dynamics and emerging/enabling information technologies.

The service provides access for up to four named Users, categorized as follows:

- One Industry Advisor Gold User
- One Industry Advisor User
- Two Industry Reference Users

Client's purchase of Gartner Core Research is a prerequisite to the purchase of Industry Advisory Services. All named IAS Users must also be named Core Research Users.

DELIVERABLES

Users at all levels will receive the following deliverables:

- Published Research
- Hype Cycles
- Industry Magic Quadrants
- First Takes
- Teleconferences as needed (at the discretion of the Gartner lead analyst)
- Access to the gartner.com Industry Focus Area, with the ability to search and browse industry content

Research agendas are developed by Gartner analysts based on a combination of interactions with clients, market demand analysis, scenarios and strategic planning assumptions. In addition, **Industry Advisor Gold** Users will have the following privileges:

- Quarterly, proactive consultations with designated analyst to update strategic priorities and discuss progress.
- Client's own designated industry specialist who will provide concierge-level customer service

INQUIRY ACCESS

Industry Advisor Gold and Industry Advisor Users have the following inquiry access through standard analyst inquiry, limited to named Users only and to topics covered in the product offering:

Industry Advisor Gold User

- Standard analyst inquiry.

Industry Advisor User

- Standard analyst inquiry; limited to 20 inquiries per year.

Enterprise Model

The Industry Advisory Services offering is a research service dedicated to helping clients guide and grow their businesses. Industry Advisory Services Enterprise Model provides data and insights related to industry issues, market dynamics and emerging/enabling information technologies.

This offering provides Reference-level access to industry research for the specific industry selected by Clients who subscribe to Gartner Core Research. Access may be granted to named Core Research Users only, not to exceed the number of named Core Research Users.

Client's purchase of Gartner Core Research is a prerequisite to the purchase of Industry Advisory Services. All named IAS Users must also be named Core Research Users.

DELIVERABLES

Client will receive the following deliverables:

- Published Research
- Hype Cycles
- Industry Magic Quadrants
- First Takes
- Teleconferences as needed (at the discretion of the Gartner lead analyst)
- Access to the gartner.com Industry Focus Area, with the ability to search and browse industry content Research agendas are developed by Gartner analysts based on a combination of interactions with clients, market demand analysis, scenarios and strategic planning assumptions.

Pricing:

Industries	Public Sector			
	Entry	Single User	Workgroup	Enterprise
Banking	\$17,374	\$28,105	\$35,770	\$112,420
Investment Services	\$17,374	\$28,105	\$35,770	\$112,420
Insurance	\$17,374	\$28,105	\$35,770	\$112,420
Energy & Utilities	\$17,374	\$23,506	\$26,572	\$112,420
Retail	\$17,374	\$23,506	\$26,572	\$112,420
Media	\$17,374	\$23,506	\$26,572	\$112,420
Manufacturing	\$17,374	\$23,506	\$26,572	\$112,420

Enterprise Planning & Architecture Strategies

Enterprise Architecture & Planning Strategies is a research and advisory offering targeted at either an individual or team of individuals tasked with enterprise planning and architecture strategy initiatives for an IT organization.

DELIVERABLES

Enterprise Architecture & Planning Strategies provides the following deliverables to up to five named Users:

Focused Research

Related to Enterprise Architecture & Planning Strategies needs

Standard Analyst Inquiry

Up to 10 hours, shared among all Users, limited to topics covered in the Enterprise Architecture & Planning Strategies offering.

One Enterprise Architecture & Planning Strategies Briefing

A two-hour consultative briefing by a Gartner analyst conducted by phone or videoconference.

One onsite EPAS briefing

A half-day (four hours maximum) onsite briefing on an enterprise architecture related topic conducted by a Gartner analyst held at a mutually agreed upon site.

Quarterly Teleconferences

One-hour in length, conducted by an assigned Analyst Partner on Enterprise Architecture & Planning Strategies tailored to client-specific issues.

Event Tickets

Client will receive one ticket to attend either a Symposium or Gartner Summit Event. Only one ticket is provided, but it may be used by any one of the five named Users.

Peer Networking

Client will have the right to attend one onsite Peer Networking session at the Architecture Summit Event (2006)

STANDARD ANALYST INQUIRY

Provides Users with access to Gartner analysts for inquiry sessions for the User's individual business purposes for the benefit of Client. Inquiry sessions are related only to the interpretation or application of published Gartner research and are based on applicable Research Service scope of coverage, as determined by Gartner. Typically inquiry sessions can take up to 30 minutes of an analyst's time, which may be extended at the analyst's discretion. Inquiries requiring additional analysis or research by the analyst are not included. Additionally, Standard Analyst Inquiry provides basic technology reviews of business related documents that are 20 pages or less and take up to 60 minutes of an analyst's time. Examples of documents include requests for proposals, marketing or business plans and procurement agreements.

Pricing: \$ 36,792.00

Educause

Description: Gartner's standard base offering for Higher Education (Colleges and Universities) within the Commonwealth provides direct access to www.gartner.com and www.educause.com reference or advisor seats for all faculty, students, and staff, using the auto-registration capability or intraweb service.

Reference – This is intended to provide broad access to Gartner research for all faculty, staff and students. Universities will use it as a library reference service, adding it to the many other electronic database services commonly found in university libraries.

Advisor – This is intended to address the needs of the CIO and the IT staff. Reference users have access to gartner.com but not to analysts, while Advisor level users gain access to analysts

- More than Five Additional Advisor users are available for an additional \$5,000 per user
- Both Reference and Advisor level users have access to Gartner research through auto-registration at gartner.com
- Reference level access is available to all students, staff and faculty
- Reference level users *do not* have analyst access
- Advisor level users have un-metered analyst access
- The Advisor level prices include Symposium tickets as indicated. Additional Symposium tickets may be purchased at the standard \$2,000 price
- Non-EDUCAUSE member institutions may also purchase Symposium tickets at the \$2,000
- Clients currently using *intraWeb* may continue to do so or move to Auto-Registration delivery.

Educause Members		
No. of Students/Full Time Equivalents	Total Price Student Reference	Total Price Student Advisor Access plus Symposium ticket
0 - 3,999	\$ 8,482.60	\$ 10,731.00
4,000 - 9,999	\$ 11,753.00	\$ 23,608.20
10,000 +	\$ 18,600.40	\$ 30,353.40
Non-Educause Members		
No. of Students/Full Time Equivalents	Total Price Student Reference	Total Price Student Advisor Access plus Symposium ticket
0 - 3,999	\$ 9,709.00	\$ 12,264
4,000 - 9,999	\$ 13,592.60	\$ 27,185.20
10,000 +	\$ 21,359.80	\$ 34,952.40

Talking Technology

Talking Technology Series

Description: A monthly audio news program designed for senior Gartner IT executives and Gartner IT consultants to the State. Topics for Talking Technology programs/segments are selected each month based on more than 120,000 annual inquiries. Each full-length program is approximately 60+ minutes in length. Available via CD or streaming audio. (Should you be interested in the audio link please contact your Gartner Sales Executive) **This deliverable is included with each Advisor seat.**

Pricing:

Participants	Price
3 (Minimum)	\$1,533.00
5	\$2,299.50
10	\$4,088.00
15	\$6,132.00
20	\$7,665.00
50	\$13,797.00
100	\$27,594.00
150	\$40,880.00
200	\$45,990.00
500	\$76,650.00
500+	Request Pricing from Gartner Sales

Talking Technology Intranet:

Description: Clients can now order and place Talking Technology (TT) programs on their Intranets. Clients who sign up for this delivery will have the TT segments e-mailed to them monthly in RealAudio or Windows Media format. They will then need to have someone in their "Web/IT Department" place the files on their Intranet Server and make the program segments available to their participants.

Pricing:

Please contact your Gartner Account Manager for pricing for this product.

Events

Description: Events offers the world's most comprehensive array of technology conferences for business and IT professionals. Attendees immerse themselves with global thought leaders, peers, and technology vendors to gain actionable advice.

Gartner conferences are highly regarded among IT and business professionals worldwide because our unbiased content-rich sessions, tutorials, analyst One-on-Ones, Best Practices Forums, vendor demonstrations and keynote presentations are all developed to provide immediate solutions to the IT challenges, issues and opportunities facing your client's enterprise.

Theme conferences

2-3 Day events that are topic specific, which include, but are not limited to, Security, wireless technology, and outsourcing, etc.

Symposium

Symposium/ITxpo is Gartner's flagship conference for IT and business professionals, featuring the expert analysis of Gartner analysts from around the globe. Symposium/ITxpo is held twice a year (spring and fall) in the United States and Europe and annually in Japan, South Africa and Australia. Symposium provides IT and business professionals with the opportunity to hear experts in the IT industry, including CEOs of top companies and other industry luminaries, as well as interact with Gartner analysts, leading solution providers, and fellow IT decision makers

Symposium & Theme Events Web pricing is higher. Please contact your Gartner Sales Executive.

Symposium ITExpo	North America
Public Sector	\$2,044.00

Theme Conference	North America
Public Sector	\$ 1,060.84

Terms:

- Tickets are transferable within the Commonwealth organization that purchased the tickets
 - Tickets may not be transferred to other State organizations outside the Commonwealth.
- Price of single tickets, for government clients, purchased through a Gartner Sales Executive.

Executive Programs

Gartner EXP CIO Signature (formerly EXP CLUB)

Definition: Gartner EXP CIO Signature is an exclusive membership program for the most senior IT executives from the world's largest enterprises. Designed to enhance CIO productivity and professional development, CIO Signature offers highly customized membership privileges, access to strategic research, and true peer-group networking. Membership in CIO Signature is reserved for CIO's who need to qualify through an interview with a Gartner Vice President of the EXP program. Please work with your Gartner account executive to schedule that interview.

CIO Signature is comprised of three service categories: Extended Network, Enhanced Services, and Exceptional Knowledge and Expertise.

Extended Network

One-on-One Networking
Proven Practice Exchanges
VIP treatment at Gartner Symposium

Enhanced Services

Designated Deputy Privileges
Personal Relationship Manager

Exceptional Knowledge and Expertise

Exclusive CIO Research
Reference Level Access to Core Research
Analyst Inquiry services (serviced by a dedicated EXP team)
Onsite Briefings

Membership Guidelines:

Criteria	Public
Enterprise Revenue	Overall Operating budget; \$10 Billion or above
Title – At the enterprise or division level.	CIO or most senior IT executive
Total IT Budget Spend* (2% of total revenue) * <i>average over 3 years</i>	\$300 million (greater than 3% of operating budget)
Scope of Business operations	Global

Pricing:

EXP CIO SIGNATURE	
EXP CIO Signature Gov. North America Deliverables	\$ 67,470
Additional EXP Research Reports - Snap-On (up to 10 Report Sets may be purchased)	\$5,110.00 per set for up to 10 additional sets of EXP research reports.
All base prices are annual fees based on a one-year term	

Gartner EXP Premier

Definition: A preferential membership program for IT executives. The program offers CIOs of medium to large public and private enterprises the best access to Gartner and the opportunity to network with a diverse group of CIOs who share similar issues and challenges.

Gartner EXP is a membership-based program that delivers high touch services to CIOs. There are two levels of membership. EXP Premier provides preferential services and fast answers managed by a relationship manager to a broad community of CIOs worldwide.

EXP Premier offers its members a variety of services, including:

- Personalized inquiry services: managed by a dedicated relationship manager
- Exclusive EXP Premier Research Reports: which offer insight into the effective deployment and management of information technology. EXP uses a variety of inputs to ensure that EXP research reports cover the topics and issues most important to our clients.
- EXP-sponsored Events: prime opportunities for professional development, intellectual stimulation, and professional networking
- Annual Forum and Regional Exchanges: large scale, content-rich events open to both EXP Club and Premier members.
- Local Roundtables: access to locally-based educational and networking meetings.
- Gartner Symposia: complementary admission for the EXP member to one Fall and one Spring Symposium in locations chosen by the client. In addition, EXP offers a variety of VIP services for EXP members at Symposium, including a dedicated EXP lounge and EXP-only events and presentations (NOTE: this entry is *not* transferable and is only available to the member).
- Talking Technology Audio Program: an audiocassette or CD-ROM-based audio series on hot IT issues.
- Reference Level Access to Core Research: Core Research Deliverables for Reference Users.

EXP PREMIER	
Premier Government North America	\$ 31,559.87
Multiple Members under same contract term	\$ 28,403.88

EXP Human Resources

Description: EXP HR is an exclusive membership-based program for executive-level information technology (IT) and human resources (HR) professionals. It provides all leading people³ research, access to program executives, and a forum to share best practices from other best-in-class organizations.

EXP HUMAN RESOURCES	
Premier Government North America	\$ 32,193.00
Multiple Members under same contract term	\$ 29,024.80

Best Practice Councils

Description: Gartner Best Practices Councils provide highly interactive peer advisory programs designed exclusively for CIO reports with budget, organization and strategy responsibilities at organizations with revenues of \$1B+. These thriving communities of senior executives meet to exchange and share best working practices, participate in a member-driven research agenda, and connect with their peers. Their interaction is facilitated by a Gartner Relationship Manager. Through peer guidance and validation, members identify and explore the most successful solutions to common business and technology issues. Councils are aligned with selected IT functions and include members with leadership responsibility for the specified functional areas.

Architecture and IT Planning

Executives who head architecture and planning exchange best practices to obtain practical, actionable advice in a flourishing community. Members share lessons learned on critical issues such as: aligning enterprise architecture with the organization's business strategy; effectively communicating and selling the value proposition of EA to key stakeholders; and preparing for change by focusing on corporate agility and innovation to drive profitability.

Emerging Technology Management

Senior executives of the emerging technology function and of strategic technology planning who lead consensus when mapping business requirements to available and emerging technologies. Council members explore and collaborate on management and technologies issues associated with nurturing emerging technologies with opportunities for new or improved business models; wrestle with the standards, governance, organization and business alignment issues related to the advanced technology management role; and expand their radar screens to prevent adoption of technologies the enterprise is not ready for and to encourage adoption of innovation where it makes solid business sense.

Enterprise Applications - SAP

SAP responsible for ERP applications and platforms are increasingly concerned with how to reduce the total cost of ownership and are actively researching best practices on how to maximize their return on investment. Council members will explore their critical issues including: vendor management strategies for optimal performance, ongoing SAP performance enhancement and tuning, lifecycle planning and how to leverage languages, technology and content within the SAP environment to drive optimal return on investment.

Information Security

Heads of information security who play a pivotal role in bridging the gap between corporate business process, policy directives and security measures connect with peers to develop actionable solutions to their most pressing issues. Members interact and exchange on issues such as: designing an effective information security organization; ensuring that proper governance, compliance practices and enforcement policies are in place; and guaranteeing that security implementation plans are a business enabler, not an inhibitor, of keeping the enterprise agile, flexible and secure.

Infrastructure

Heads of IT infrastructure join to learn and share best practices, enabling more fully informed decision-making. Council members explore and collaborate on issues such as: demonstrating and communicating the value of IT infrastructure investments; dealing with increasing demand to deliver IT services that provide predictable and cost-effective end-to-end performance; and challenges for the infrastructure executive.

IT Sourcing Management

IT Sourcing executives responsible for successful management of large and significant IT outsourcing engagements. Council members explore and collaborate on performance assessment and relationship management in a multi-sourced environment; proper interpretation and enforcement of outsourcing contract terms, conditions and SLAs; fine tuning the right vendor management and retained services organization; management of service providers to balance the contradictory goals of quality, speed and cost of service delivery; evaluate the scope, risks and benefits of offshore outsourcing; and their contribution to IT sourcing strategy creation and major decisions on whether to provide services internally or externally.

Best Practices Case Profile Research

Member-Driven Agenda: Via an annual survey, members recommend research agenda topics for the Council. Members and the Council research team work together to reach a consensus on the major topics of focus for the year.

Exclusive Research Reports: These custom, multi-client best practices research studies which include analysis of case profile studies and lessons learned. Presentations and final reports are delivered on a quarterly basis at the Peer Exchange Forums.

Best Practices Findings: Members receive an executive summary of key findings of the Council research and discussions of hot topics at Peer Exchange Forums.

Council Web site: Members-only online access to all Council research, Council resources and facilitated online discussion forums.

Member Events

Peer Exchange Forums: Members-only meetings held quarterly to discuss Council research and Members' key issues in an interactive forum designed to elicit peer exchange.

Annual Executive Retreat: Held in conjunction with Gartner U.S. Spring Symposium/ ITxpo®. The agenda for this annual member event includes outside speakers, member presentations and discussions with industry leaders. This deliverable will be effective for transitional Council members in 2006.

Gartner Symposium: Complimentary admission for transitional Council members to Gartner U.S. Spring Symposium/ITxpo® effective in 2006.

Hot Topic Teleconferences: Audio and Web-based conferences on select hot topics.

Dedicated Council Support

Assigned Relationship Manager: Each member is assigned a dedicated Relationship Manager. Via the Relationship Managers, members have access to Council research, source materials and the network of Council members.

Gartner Subject Matter Expert Participation: Each Council has a dedicated Gartner analyst/consultant who participates in Peer Exchange Forums and acts as an advisor to the Council members.

Short-Answer Research Response: On an as-needed basis, the dedicated Relationship Manager will facilitate Council member inquiries that require up to one (1) hour of research related to the Council Agenda, assistance with the Council's frequently asked questions (FAQ) database and/or access to Best Practices Council research in progress.

BEST PRACTICES COUNCILS	One Year Contract
Best Practices Council for Architecture & Planning Executives	\$ 24,929.65
Best Practices Council for Information Security Executives	\$ 24,929.65
Best Practices Council for Emerging Technology Management Executives	\$ 24,929.65
Best Practices Council for IT Sourcing Management Executives	\$ 24,929.65
Best Practices Council for Enterprise Applications – SAP Executives	\$ 24,929.65
Best Practices Council for Infrastructure Executives	\$ 24,929.65

Human Capital Management

IT Market Compensation Study Reports

Conventional compensation surveys may provide adequate quantitative data. But to implement the most effective pay strategies, today's IT organizations need both traditional compensation data plus supporting analysis and best practices information. Moreover, they need a guide to formulating comprehensive human capital management strategies that will help them achieve their long-term business goals in an increasingly fluid job market. people³'s IT Market Compensation Study is that guide. The study provides an unparalleled view of compensation data -- current, market-based data -- as well as invaluable insights and analyses of trends and strategies in recruitment, retention, reward, recognition and work life programs and career development/training.

PEOPLE3	Price
IT Market Compensation Study	\$ 2,480.32
IT Market Compensation Study (Participant) w/3 Quarterly Trending Reports	\$ 1,060.84
IT Market Compensation Study w/3 Quarterly Trending Reports	\$ 3,978.14

Human Capital Management Workshops

Description: Human Capital Management Workshops are an integrated series of highly interactive development programs designed to help IT and HR professionals meet specific workforce management issues. Participants develop customized action plans leading to successful organizational transformation – the first time. Workshops take place on Commonwealth site.

Pricing:

Each Human Capital Management Workshop is individually priced at \$51,100. Clients who purchase membership in the Gartner Executive Program for Human Resources (EXP HR) will receive a 10 percent discount (or \$45,990 per workshop) on all Human Capital Management Workshops:

Organization Alignment Workshop: additional Industry Standard Job Family Competency Models may be purchased for \$12,775 (this includes an additional half-day workshop).

Human Capital Management Workshops: Mission and Values

Description: This one and a half-day workshop is the first step to developing a culture that supports a high-performance IT organization. Defining, documenting and communicating a mission, vision and statement of values will create a common framework, focus and culture that can support business strategy and goals effectively. These statements provide a foundation that will support IT decisions and focus and prioritize IT objectives, goals and key initiatives to support the business.

Human Capital Management Workshops: Communications Strategy and Plan

Description: This two-day workshop assists clients in developing a program to communicate the right message to the right audience at the appropriate time, and deliver consistent messages across the entire organization to support significant change efforts (e.g., outsourcing, transformation and new strategy). This minimizes fear and promotes the acceptance of the leadership team's plan, as well as establishes and maintains shared expectations.

Human Capital Management Workshop: Leadership Development

Description: This two-day workshop helps clients identify the critical leadership competencies for their organization, and assess their leadership team against selected competencies. This workshop also lays the foundation for developing team and individual action plans to close the gap between current and desired leadership performance.

Human Capital Management Workshop: Organization Alignment

Description: This two-day workshop is designed to build the foundation for your career development program. The workshop starts by presenting career development best practices. Participants are then provided with industry-standard competency models developed by people³ for the job families being reviewed. The job family competency models are edited to meet the client's needs through expert panel processes facilitated by the executive facilitator. At the conclusion of the

workshop, participants will have selected the critical competencies required for outstanding performance in selected job families.

Human Capital Management Workshop: Human Capital Management Assessment

Description: This one and a half-day workshop helps clients assess their current HCM capabilities, prioritize current and future HCM needs, and develop an action plan that addresses those needs. The program includes the following: (1) a Web-based organization assessment, (2) a review of HCM best practices, (3) an assessment readout, (4) assistance with critical issues prioritization, and (5) action planning. The Web assessment and planning sessions include educational reviews, interactive assessments, and customized solutions that help ensure a successful HCM transition.

Human Capital Management Workshop: Organization Design

Description: This one and a half-day workshop helps clients develop an organization structure that best aligns with their business needs. Key components of the workshop include the following: understanding organization design best practices, developing critical success factors for organizational change, developing and selecting an organizational design model that best represents defined business needs, and creating an actionable implementation strategy. The workshop includes educational reviews, interactive assessments, and customized design options created and presented by the executive facilitator.

Job Family Competency Models

Description: Job Family Competency Models create an operational infrastructure that supports IT professional development, selection and assessment. Employees receive knowledge of the expectations in their current role as well as a clear understanding of the requirements for progression inside and outside their career path and job family. Gartner will work with you to define the below deliverables and provide you a report for the Job Family Competency model of your choice.

Pricing: Each Job Family Competency Model is priced at **\$12,775**.

Each Job Family Competency Model consists of the following components/deliverables:

- **Job Family General Characteristics** - A formal definition of the job family's general characteristics, outlining the job responsibilities typically performed, with pertinent information regarding the scope of work performed within that job family.
- **Job Family Career Paths** - Specific roles within the job family are identified, including typical responsibilities and complexity of requirements for progression through each level on the career path.
- **Competency Matrix** - The model includes behavioral, business and technical competencies determined to be critical for success within the enterprise and within the job family. The competency model will also include expected proficiency levels required for progression through the career path.
- **Assessment Tool** - The tool assist in determining gaps between required competency proficiency level and an individual's proficiency level within the specific competency, job family and career path level.
- **Learning Maps** - An outline of the developmental activities that an individual can use to enhance or increase performance in a specific competency. The learning maps will include types of training courses, key developmental experiences and other development resources (e.g., books, periodicals, research articles and computer-based training).

Available Job Family Competency Models include:

- Applications Development
- Architecture
- Asset Management
- Business Analysis
- Business Continuanace
- Business Intelligence
- Business Process Engineering
- Client Technology
- Computer Operations
- Customer Support
- Data Analysis
- Database Administration
- ERP Applications Development
- ERP Business Solutions Analysis
- ERP Systems Administration
- IT Leadership
- IT Security
- Network Management
- Project Management
- Quality Assurance
- Quality Process Engineering
- Release Management
- Systems Administration
- Technology Consulting
- Technical Writing
- Telecommunications
- Vendor Relationship Management
- Web Administration
- Web Design

Gartner Consulting

The Consulting engagements described below are individually priced based on the scope and specific tasks for the project. Please work with your Sales Executive

Strategy & Architecture

IT Strategy
Sourcing Strategy
Organization & Governance
Architecture
Portfolio Management
Data Center Consolidation
ERP Strategy

Sourcing Execution and Management

Transaction Brokering
Sourcing Management Services

Risk Management Services

Business Continuity Planning
Information Security
Regulatory Compliance

Critical Program Management

Project Management Office
Project Assessment
Project Oversight

Performance Optimization

Benchmarking
Status
Decision
Optimization
Benchmarking Towers
Desktop, Helpdesk, Network, Application Development Support, Customer Satisfaction, Outsourcing, SAP
IT Process Reengineering
Service Management
Performance Management

Go-To-Market Strategies

Marketing Strategy
Channel Strategy

	Consultant Titles Applicable to Statements of Work	Hourly Rates
1	Specialist	\$ 152.76
2	Senior Specialist	\$ 205.80
3	Manager	\$ 279.00
4	Senior Manager	\$ 352.19
5	Expert	\$ 425.82
6	Senior Expert	\$ 514.51
7	Project Manager	\$ 352.19
8	Project Director	\$ 425.93
9	Senior Project Director	\$ 514.51

NOTE: Article 1, Work Orders, Paragraph 5 of Gartner's VITA Contract # VA-020131-GARG states the following: All work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

**MODIFICATION #8
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gartner, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-020131-GARG (the Agreement), as modified.

The purpose of this Modification #8 is to allow for an extension to the above referenced Contract:

Both parties agree to the following:

The term of the contract is extended for the period beginning February 22, 2006 through February 26, 2007.

The following terms and conditions are added. Should a conflict arise between these terms and those listed on the original contract, these terms take precedence.

Ownership of Intellectual Property

Contractor represents and warrants that it is the sole and exclusive owner, or has the right to use, all Contractor's deliverables, measurement and benchmarking tools, templates, methodologies, questionnaires, Contractor-proprietary research and copyrighted material and Contractor data (collectively, "Contractor's Intellectual Property") that are used in the course of performing consulting services, provided that Contractor's Intellectual Property was owned or licensed by Contractor prior to the effective date of this Contract or was developed, licensed, or obtained at Contractor's expense.

Contractor may, in the course of executing a Work Order, discover, create, or develop inventions, combinations, machines, methods, formula, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"). All Work Product discovered, created or developed under this Contract shall be and remain the sole property of VITA and its assigns. Except as specifically set forth in writing and signed by both VITA and Contractor, Contractor agrees that VITA shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

The Contractor hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by VITA, the Contractor's remedy shall not include any right to rescind, otherwise revoke, or invalidate the provisions of this Section. Similarly, no termination of the Contract by VITA shall have the effect of rescinding the provisions of this Section.

With the exception of the foregoing, Contractor shall retain sole and exclusive ownership of Contractor's Intellectual Property.

Use of Deliverables

Contractor grants to each ordering Authorized User a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables to or for (i) Authorized User's internal purposes, (ii) Authorized User's client agencies within Commonwealth, (iii) third parties who have signed appropriate confidentiality agreements, and (iv) governmental or regulatory bodies as required by law.

No Authorized User shall make the Deliverables available, in whole or in part, to anyone outside of the Commonwealth, or quote excerpts from the Deliverables to the public, without the prior written consent of Contractor. However, an Authorized User may make public any Contractor-provided data or Deliverables if such data or Deliverables are part of a solicitation developed with the consulting services of the Contractor.

Work Orders

Reference Article 1, "Work Orders", Item 5. Additional terms and conditions may be included only by the Commonwealth, as defined on Page 1 of the Agreement.

Confidentiality

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

BY: 

NAME: William F. Mohr, Jr.
Sr. Director, Government Contracts

TITLE: _____

DATE: 12-8-05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Doug Clemshaw

TITLE: Strategic Sourcing Manager

DATE: 12/9/05

**MODIFICATION #7
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GARTNER, INC., hereinafter referred to as "Contractor", relating to the modification of Contract VA-020131-GARG, as amended. This Modification #7 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #7 is to renew the current term of this Contract, modify Contract pricing to allow for price increases by 2.1% for certain services and price decreases for certain services, revise and replace Attachment "A", entitled *Rate Schedule*, and delete and replace a certain Contract term and condition, Limitation of Liability, for the above referenced Contract.

Both parties agree to the following:

- A. The term of the Contract is renewed effective June 01, 2005 through February 22, 2006;
- B. Attachment "A", entitled *Rate Schedule* is revised and replaced as attached hereto;
- C. Article V, #37 Limitation of Liability Contract term and condition to the Contract is deleted and replaced in its entirety to read:

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this contract for loss or damages to government property caused by any defective or deficient service or product delivered under this Contract shall not exceed the greater of \$1,000,000 dollars or two times the total amount of the affected order to be paid to the Contractor resulting from any defective or deficient service or product provided under this contract as of the date of the event or circumstance giving rise to Contractor's liability. Neither party will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.
BY: William F. Mohan, Jr.
NAME: William F. Mohan, Jr.
TITLE: Director, Government Contracts
DATE: May 26, 2005

COMMONWEALTH OF VIRGINIA
BY: Philip L. Pippert
NAME: Philip L. Pippert
TITLE: Assoc Director, SCM
DATE: May 27, 2005

Attachment A
to
Contract VA-020131

Per Modification #7, Attachment A is hereby updated and made an integral part of Agreement Number VA-020131-GARG between Gartner, Inc. and the Commonwealth of Virginia effective for the period June 1, 2005 through February 22, 2006.

Table of Contents

Gartner Intelligence

- Gartner Core Research
 - Reference
 - Advisor
- Research Inquiry Access Program
- Enterprise Planning & Architecture Strategies
- Energy & Utilities Strategies
- Educause
 - Reference
 - Advisor
- Strategic Planning Reports
- Talking Technology
 - Talking Technology Series
 - Talking Technology Intranet

Events

- Theme conferences
- Symposium

Executive Programs

- Gartner EXP CIO Signature (formerly EXP Club)
- Gartner EXP Premier
- Gartner EXP Human Resources
- Best Practice Councils

Human Capital Management

- IT Market Compensation Study Reports
careerpower™
- Human Capital Management (HCM) Workshops
 - HCM Workshop: Mission and Values
 - HCM Workshop: Communications Strategy and Plan
 - HCM Workshop: Leadership Development
 - HCM Workshop: Organization Alignment
 - HCM Workshop: Human Capital Management Assessment
 - HCM Workshop: Organization Design
- Job Family Competency Models
- Skills Inventory Web Based Tool

Gartner Consulting

Gartner Intelligence

Gartner Core Research

Description: Core Research offers a wide variety of coverage on technology trends and issues to help IT and business technology decision-makers.

Reference Seats: consist of the following components:

- Research included in the Focus Areas on www.gartner.com is listed below:
 - Application Development
 - Application Integration and Middleware
 - Business Intelligence and Data Warehousing
 - Client Platforms
 - Communications Services
 - Customer Relationship Management
 - Digital Documents and Imaging
 - ERP and Supply Chain Management
 - Emerging Technologies
 - Enterprise Management
 - Enterprise Networking Equipment
 - Financial Services
 - Government
 - Healthcare
 - Higher Education
 - IT Management
 - IT Services and Outsourcing
 - Knowledge Support
 - Mobile and Wireless
 - Open Source Software
 - Public Network Infrastructure Equipment
 - Security and Privacy
 - Semiconductors
 - Servers and Storage
 - Small and Midsize Business
 - Technology and Society
 - Web Services
- Executive Summaries of Market Overviews from Gartner Dataquest research: Gartner Dataquest advises IT and telecom vendors and investors, large and small, all over the world, helping them to formulate product and investment plans, evaluate competition, assess market position, and define future strategies. Full reports are available for purchase at an additional cost. Should you be interested in a report please see your Gartner Account Executive.

Advisor Seats consist of the following components:

- All Reference deliverables outlined above
- Un-metered inquiry
- Monthly Talking Technology Series CD
- Teleconference access - prescheduled one-hour teleconferences provide IT and other business professionals the opportunity to talk live with Gartner analysts about a range of topics. Space is limited, so please register early.
- One (1) Gartner Theme conference ticket (Excluding Symposium)

Pricing: When purchasing a combination of Reference and Advisor seats, add Reference and Advisor seats to determine the total number of seats you are purchasing, then use the total number of seats to determine the price point.

****Please Note:** The Commonwealth of Virginia, through its coordinated VITA contract only, is currently eligible for 50-seat pricing.

REFERENCE SEAT	Price/user (thousand)
1	\$9,198.00
3	\$9,198.00
5	\$9,198.00
10	\$7,154.00
25	\$4,905.60
50	\$3,985.80
100	\$2,657.20
ADVISOR SEAT	Price/user (thousand)
1	\$15,330.00
3	\$15,330.00
5	\$15,330.00
10	\$8,789.20
25	\$7,562.80
50	\$6,540.80
100	\$5,723.50

Research Inquiry Access Program

Description: The Inquiry Access Program extends access to Gartner analysts to infrequent inquirers that are existing Gartner seat holders.

Standard inquiries are fulfilled within the following parameters:

- Inquiries are based on Gartner Core Research for all Reference seat holders, and, if applicable, Dataquest Cluster Scope of Coverage
- Inquiries may take up to 30 minutes of an analyst's time
- The scope of an inquiry may include up to five (5) related questions
- Inquiry may be sold in increments of five (5), must be co-terminous with the Main Commonwealth contract

*Please Contact Sales Prior to purchasing.

INQUIRY ACCESS	
No. of Inquiry Instance Entitlement (Applicable to 1 or more Reference seat holders)	Total
5	\$4,599.00
10	\$9,198.00
20	\$18,396.00

Enterprise Planning & Architecture Strategies

Enterprise Architecture & Planning Strategies is a research and advisory offering targeted at either an individual or team of individuals tasked with enterprise planning and architecture strategy initiatives for an IT organization.

DELIVERABLES

Enterprise Architecture & Planning Strategies provides the following deliverables to up to five named

Users:

Focused Research

Related to Enterprise Architecture & Planning Strategies needs

Standard Analyst Inquiry

Up to 10 hours, shared among all Users, limited to topics covered in the Enterprise Architecture & Planning Strategies offering.

One Enterprise Architecture & Planning Strategies Briefing

A two-hour consultative briefing by a Gartner analyst conducted by phone or videoconference.

Quarterly Teleconferences

One-hour in length, conducted by an assigned Analyst Partner on Enterprise Architecture & Planning Strategies tailored to client-specific issues.

Event Tickets

Client will receive one ticket to attend one Symposium event, transferable among Users. Client will also receive one ticket to attend one Architecture Summit Event

Peer Networking

Client will have the right to attend one onsite Peer Networking session at the Architecture Summit Event (2006)

Monthly Research Review

A monthly summary of all the research Gartner has published in a specific month.

Inside Gartner

A weekly deliverable available via gartner.com that presents a view of upcoming research.

STANDARD ANALYST INQUIRY

Provides Users with access to Gartner analysts for inquiry sessions for the User's individual business purposes for the benefit of Client. Inquiry sessions are related only to the interpretation or application of published Gartner research and are based on applicable Research Service scope of coverage, as determined by Gartner. Typically inquiry sessions can take up to 30 minutes of an analyst's time, which may be extended at the analyst's discretion. Inquiries requiring additional analysis or research by the analyst are not included. Additionally, Standard Analyst Inquiry provides basic technology reviews of business related documents that are 20 pages or less and take up to 60 minutes of an analyst's time. Examples of documents include requests for proposals, marketing or business plans and procurement agreements.

Pricing: \$40,880 Annually

Energy & Utilities Strategies

The Energy & Utilities Strategies product is a research service dedicated to helping clients guide and grow their businesses. Energy & Utilities Strategies provides data and insights related to regulatory issues, market dynamics and emerging/enabling information technologies. Energy & Utilities Strategies provides for up to four named Users, defined by the categories of deliverables below:

- One Primary users who will be partnered with a Gartner analyst focused on Energy and Utilities
- One Advisor User
- Up to Two Reference Users

DELIVERABLES

1) Reference

- Research Reports — knowledge points to support strategic planning decisions with in-depth analysis.
- Question and Answer — frequently asked questions concerning business and technology challenges, coupled with our analysts' point-of-view.
- White Papers — list business and technology issues that our analysts view as currently at the top of decision makers' priority lists.
- News Analysis — analysis on significant industry events or technology advances that impact business strategy or business models.

2) Advisor

In addition to the Reference Deliverables Energy & Utilities Strategies, Advisor User Deliverables include:

- Standard Analyst Inquiry, which provides named Energy & Utilities Strategies Advisor Users with access to Energy & Utilities Strategies analysts through Customer Service Analysts (CSA)
- Inquiry support line, as required for their individual business purposes.

3) Partner

In addition to the Reference and Advisor Deliverables, Energy & Utilities Strategies Partner User Deliverables include:

- Ongoing concierge support from Energy & Utilities Strategies CSA — receive pushes of relevant research, research findings, invitations to participate in teleconferences, and other timely information as appropriate.
- Quarterly calls (four) from assigned Energy & Utilities Strategies analyst to update on latest issues and trends relevant to Client's business, the first of which will be a relationship kick-off call with a senior Energy & Utilities Strategies analyst around the Client's business needs.
- One annual Energy & Utilities Strategies Briefing (a two-hour meeting held by phone or videoconference) — updates from analysts on trends and directions as they apply to client strategy.

Strategy briefings are limited to topics within the scope of the Energy & Utilities Strategies research agenda.

Services are to be used for each User's individual business purposes for the benefit of Client. Gartner periodically updates Service names and deliverables to reflect client needs and market relevancy.

Pricing: \$30,660 Annually

Educause

Description: Gartner's standard base offering for Higher Education (Colleges and Universities) within the Commonwealth provides direct access to www.gartner.com and www.educasue.com reference or advisor seats for all faculty, students, and staff, using the auto-registration capability or intraweb service.

Reference – This is intended to provide broad access to Gartner research for all faculty, staff and students. Universities will use it as a library reference service, adding it to the many other electronic database services commonly found in university libraries.

Advisor – This is intended to address the needs of the CIO and the IT staff. Reference users have access to gartner.com but not to analysts, while Advisor level users gain access to analysts

- More than Five Additional Advisor users are available for an additional \$5,000 per user
- Both Reference and Advisor level users have access to Gartner research through auto-registration at gartner.com
- Reference level access is available to all students, staff and faculty
- Reference level users *do not* have analyst access
- Advisor level users have un-metered analyst access
- The Advisor level prices include Symposium tickets as indicated. Additional Symposium tickets may be purchased at the standard \$2,000 price
- Non-EDUCAUSE member institutions may also purchase Symposium tickets at the \$2,000
- Clients currently using *intraWeb* may continue to do so or move to Auto-Registration delivery.

Educause Members		
No. of Students/Full Time Equivalents	Total Price Student Reference	Total Price Student Advisor Access plus Symposium ticket
0 - 3,999	\$8,300	\$10,500
4,000 - 9,999	\$11,500	\$23,100
10,000 +	\$18,200	\$29,700
Non-Educause Members		
No. of Students/Full Time Equivalents	Total Price Student Reference	Total Price Student Advisor Access plus Symposium ticket
0 - 3,999	\$9,500	\$12,000
4,000 - 9,999	\$13,300	\$26,600
10,000 +	\$20,900	\$34,200

Strategic Planning Reports

Description: Strategic Planning Reports are a collection of premium, comprehensive reports covering eight of the most-timely IT topics:

- ❖ Data Center,
- ❖ Wireless/Mobile,
- ❖ Business Intelligence,
- ❖ CRM,
- ❖ Web Services,
- ❖ Security,
- ❖ Outsourcing
- ❖ Software Asset Management.

Written by experts for experts, each high-quality 200+ page report provides an executive overview, how-to's, best practices, actionable advice, forecasts and more than 100 charts. Mission-critical reports package materials from Gartner conferences on a single IT topic into an easy-to-use, convenient format so you can make the right decisions.

Each report is based on materials from Gartner Summit conferences and features 15 to 25 chapters of analysis and in-depth advice

Pricing:

Publications	
Strategic Planning Report Series, Single Copies and Enterprise Licensing	
Report Options	
Single Report (one report title)	One Print copy and one CD-ROM copy: \$1,295.
Strategic Planning Series (8-reports) Select any 8 reports from 2004 or 2005	Print and CD-ROM: \$6,995.
2004 & 2005 SPR series (16-reports) Receive all 16 reports from 2004 and 2005	Print and CD-ROM: \$10,995
Enterprise Pricing – Commonwealth wide Pricing (Includes up to three paper copies and one CD ROM copy per report title)	For internal use/distribution only Within the Commonwealth, other public bodies or their assigns.
One Report Title	\$20,000 for one year (includes one CD ROM and up to three hard-copies of report)
Three Report Titles	\$50,000 for one year (includes one CD ROM and up to three hard-copies of report)
Five Report Titles	\$80,000 for one year (includes one CD ROM and up to three hard-copies of report)
Eight Report Titles	\$120,000 for one year (includes one CD ROM and up to three hard-copies of report)
Sixteen Report Titles	\$150,000 for one year (includes one CD ROM and up to three hard-copies of report)

Talking Technology

Talking Technology Series

Description: A monthly audio news program designed for senior Gartner IT executives and Gartner IT consultants to the State. Topics for Talking Technology programs/segments are selected each month based on more than 120,000 annual inquiries. Each full-length program is approximately 60+ minutes in length. Available via CD or streaming audio. (Should you be interested in the audio link please contact your Gartner Sales Executive) **This deliverable is included with each Advisor seat.**

Pricing:

Participants	Price
3 (Minimum)	\$1,500
5	\$2,250
10	\$4,000
15	\$6,000
20	\$7,500
50	\$13,500
100	\$27,000
150	\$40,000
200	\$45,000
500	\$75,000
500+	Request Pricing from Gartner Sales

Talking Technology Intranet:

Description: Clients can now order and place Talking Technology (TT) programs on their Intranets. Clients who sign up for this delivery will have the TT segments e-mailed to them monthly in RealAudio or Windows Media format. They will then need to have someone in their "Web/IT Department" place the files on their Intranet Server and make the program segments available to their participants.

Dedicated and un-metered, standard business hour, support, interchangeable to different model

Events

Description: Events offers the world's most comprehensive array of technology conferences for business and IT professionals. Attendees immerse themselves with global thought leaders, peers, and technology vendors to gain actionable advice.

Gartner conferences are highly regarded among IT and business professionals worldwide because our unbiased content-rich sessions, tutorials, analyst One-on-Ones, Best Practices Forums, vendor demonstrations and keynote presentations are all developed to provide immediate solutions to the IT challenges, issues and opportunities facing your client's enterprise.

Theme conferences

2-3 Day events that are topic specific, which include, but are not limited to, Security, wireless technology, and outsourcing, etc.

Symposium

Symposium/ITxpo is Gartner's flagship conference for IT and business professionals, featuring the expert analysis of Gartner analysts from around the globe. Symposium/ITxpo is held twice a year (spring and fall) in the United States and Europe and annually in Japan, South Africa and Australia. Symposium provides IT and business professionals with the opportunity to hear experts in the IT industry, including CEOs of top companies and other industry luminaries, as well as interact with Gartner analysts, leading solution providers, and fellow IT decision makers

Symposium & Theme Events Web pricing is higher. Please contact your Gartner Sales Executive.

Symposium ITExpo	North America
Public Sector	\$2,044

Theme Conference	North America
Public Sector	\$1,022

Terms:

- Tickets are transferable within the Commonwealth organization that purchased the tickets
- Tickets may not be transferred to other State organizations outside the Commonwealth.
- Price of single tickets, for government clients, purchased through a Gartner Sales Executive.

Executive Programs

Gartner EXP CIO Signature (formerly EXP CLUB)

Definition: Gartner EXP CIO Signature is an exclusive membership program for the most senior IT executives from the world's largest enterprises. Designed to enhance CIO productivity and professional development, CIO Signature offers highly customized membership privileges, access to strategic research, and true peer-group networking. Membership in CIO Signature is reserved for CIO's who need to qualify through an interview with a Gartner Vice President of the EXP program. Please work with your Gartner account executive to schedule that interview.

CIO Signature is comprised of three service categories: Extended Network, Enhanced Services, and Exceptional Knowledge and Expertise.

Extended Network

One-on-One Networking
Proven Practice Exchanges
VIP treatment at Gartner Symposium

Enhanced Services

Designated Deputy Privileges
Personal Relationship Manager

Exceptional Knowledge and Expertise

Exclusive CIO Research
Reference Level Access to Core Research
Analyst Inquiry services (served by a dedicated EXP team)
Onsite Briefings

Membership Guidelines:

Criteria	Public
Enterprise Revenue	Overall Operating budget; \$10 Billion or above
Title – At the enterprise or division level.	CIO or most senior IT executive
Total IT Budget Spend* (2% of total revenue) * <i>average over 3 years</i>	\$300 million (greater than 3% of operating budget)
Scope of Business operations	Global

Pricing:

EXP CIO SIGNATURE	
EXP CIO Signature Gov. North America Deliverables	\$65,000.
Additional EXP Research Reports - Snap-On (up to 10 Report Sets may be purchased)	\$5,110.00 per set for up to 10 additional sets of EXP research reports.
All base prices are annual fees based on a one-year term	

Gartner EXP Premier

Definition: A preferential membership program for IT executives. The program offers CIOs of medium to large public and private enterprises the best access to Gartner and the opportunity to network with a diverse group of CIOs who share similar issues and challenges.

Gartner EXP is a membership-based program that delivers high touch services to CIOs. There are two levels of membership. EXP Premier provides preferential services and fast answers managed by a relationship manager to a broad community of CIOs worldwide.

EXP Premier offers its members a variety of services, including:

- Personalized inquiry services: managed by a dedicated relationship manager
- Exclusive EXP Premier Research Reports: which offer insight into the effective deployment and management of information technology. EXP uses a variety of inputs to ensure that EXP research reports cover the topics and issues most important to our clients.
- EXP-sponsored Events: prime opportunities for professional development, intellectual stimulation, and professional networking
- Annual Forum and Regional Exchanges: large scale, content-rich events open to both EXP Club and Premier members.
- Local Roundtables: access to locally-based educational and networking meetings.
- Gartner Symposia: complementary admission for the EXP member to one Fall and one Spring Symposium in locations chosen by the client. In addition, EXP offers a variety of VIP services for EXP members at Symposium, including a dedicated EXP lounge and EXP-only events and presentations (NOTE: this entry is *not* transferable and is only available to the member).
- Talking Technology Audio Program: an audiocassette or CD-ROM-based audio series on hot IT issues.
- Reference Level Access to Core Research: Core Research Deliverables for Reference Users.

EXP PREMIER	
Premier Government North America	\$30,404.50
Second member	10% discount
Third through fifth member	15% discount
Six through tenth member	25% discount
More than ten	Contact Gartner for special pricing

EXP Human Resources

Description: EXP HR is an exclusive membership-based program for executive-level information technology (IT) and human resources (HR) professionals. It provides all leading people³ research, access to program executives, and a forum to share best practices from other best-in-class organizations.

Annual fee: \$32,193

Additional Members within an Enterprise

There are additional discounts for enterprises/institutions large enough to have more than one qualified candidate for membership. Membership is enterprise specific and not site specific. Multiple memberships apply only within the EXP HR program and are applied to base price. The discounting is as follows:

- 10 percent discount for the second member
- 15 percent discount for the third through fifth member
- 25 percent discount for the sixth through tenth member

More than 10 members, please call Tiffany Reese, Gartner Sales Executive, for special pricing

Best Practice Councils

Description: Gartner Best Practices Councils provide highly interactive peer advisory programs designed exclusively for CIO reports with budget, organization and strategy responsibilities at organizations with revenues of \$1B+. These thriving communities of senior executives meet to exchange and share best working practices, participate in a member-driven research agenda, and connect with their peers. Their interaction is facilitated by a Gartner Relationship Manager. Through peer guidance and validation, members identify and explore the most successful solutions to common business and technology issues. Councils are aligned with selected IT functions and include members with leadership responsibility for the specified functional areas.

Architecture and IT Planning

Executives who head architecture and planning exchange best practices to obtain practical, actionable advice in a flourishing community. Members share lessons learned on critical issues such as: aligning enterprise architecture with the organization's business strategy; effectively communicating and selling the value proposition of EA to key stakeholders; and preparing for change by focusing on corporate agility and innovation to drive profitability.

Emerging Technology Management

Senior executives of the emerging technology function and of strategic technology planning who lead consensus when mapping business requirements to available and emerging technologies. Council members explore and collaborate on management and technologies issues associated with nurturing emerging technologies with opportunities for new or improved business models; wrestle with the standards, governance, organization and business alignment issues related to the advanced technology management role; and expand their radar screens to prevent adoption of technologies the enterprise is not ready for and to encourage adoption of innovation where it makes solid business sense.

Enterprise Applications - SAP

SAP responsible for ERP applications and platforms are increasingly concerned with how to reduce the total cost of ownership and are actively researching best practices on how to maximize their return on investment. Council members will explore their critical issues including: vendor management strategies for optimal performance, ongoing SAP performance enhancement and tuning, lifecycle planning and how to leverage languages, technology and content within the SAP environment to drive optimal return on investment.

Information Security

Heads of information security who play a pivotal role in bridging the gap between corporate business process, policy directives and security measures connect with peers to develop actionable solutions to their most pressing issues. Members interact and exchange on issues such as: designing an effective information security organization; ensuring that proper governance, compliance practices and enforcement policies are in place; and guaranteeing that security implementation plans are a business enabler, not an inhibitor, of keeping the enterprise agile, flexible and secure.

Infrastructure

Heads of IT infrastructure join to learn and share best practices, enabling more fully informed decision-making. Council members explore and collaborate on issues such as: demonstrating and communicating the value of IT infrastructure investments; dealing with increasing demand to deliver IT services that provide predictable and cost-effective end-to-end performance; and challenges for the infrastructure executive.

IT Sourcing Management

IT Sourcing executives responsible for successful management of large and significant IT outsourcing engagements. Council members explore and collaborate on performance assessment and relationship management in a multi-sourced environment; proper

interpretation and enforcement of outsourcing contract terms, conditions and SLAs; fine tuning the right vendor management and retained services organization; management of service providers to balance the contradictory goals of quality, speed and cost of service delivery; evaluate the scope, risks and benefits of offshore outsourcing; and their contribution to IT sourcing strategy creation and major decisions on whether to provide services internally or externally.

Deliverables for each Best Practice Council include the following:

Best Practices Case Profile Research

Member-Driven Agenda: Via an annual survey, members recommend research agenda topics for the Council. Members and the Council research team work together to reach a consensus on the major topics of focus for the year.

Exclusive Research Reports: These custom, multi-client best practices research studies which include analysis of case profile studies and lessons learned. Presentations and final reports are delivered on a quarterly basis at the Peer Exchange Forums.

Best Practices Findings: Members receive an executive summary of key findings of the Council research and discussions of hot topics at Peer Exchange Forums.

Council Web site: Members-only online access to all Council research, Council resources and facilitated online discussion forums.

Member Events

Peer Exchange Forums: Members-only meetings held quarterly to discuss Council research and Members' key issues in an interactive forum designed to elicit peer exchange.

Annual Executive Retreat: Held in conjunction with Gartner U.S. Spring Symposium/ITxpo®. The agenda for this annual member event includes outside speakers, member presentations and discussions with industry leaders. This deliverable will be effective for transitional Council members in 2006.

Gartner Symposium: Complimentary admission for transitional Council members to Gartner U.S. Spring Symposium/ITxpo® effective in 2006.

Hot Topic Teleconferences: Audio and Web-based conferences on select hot topics.

Dedicated Council Support

Assigned Relationship Manager: Each member is assigned a dedicated Relationship Manager. Via the Relationship Managers, members have access to Council research, source materials and the network of Council members.

Gartner Subject Matter Expert Participation: Each Council has a dedicated Gartner analyst/consultant who participates in Peer Exchange Forums and acts as an advisor to the Council members.

Short-Answer Research Response: On an as-needed basis, the dedicated Relationship Manager will facilitate Council member inquiries that require up to one (1) hour of research related to the Council Agenda, assistance with the Council's frequently asked questions (FAQ) database and/or access to Best Practices Council research in progress.

BEST PRACTICES COUNCILS	One Year Contract
Best Practices Council for Architecture & Planning Executives	\$24,017
Best Practices Council for Information Security Executives	\$24,017
Best Practices Council for Emerging Technology Management Executives	\$24,017
Best Practices Council for IT Sourcing Management Executives	\$24,017
Best Practices Council for Enterprise Applications – SAP Executives	\$24,017
Best Practices Council for Infrastructure Executives	\$24,017

Human Capital Management

IT Market Compensation Study Reports

Conventional compensation surveys may provide adequate quantitative data. But to implement the most effective pay strategies, today's IT organizations need both traditional compensation data plus supporting analysis and best practices information. Moreover, they need a guide to formulating comprehensive human capital management strategies that will help them achieve their long-term business goals in an increasingly fluid job market. people³'s IT Market Compensation Study is that guide. The study provides an unparalleled view of compensation data -- current, market-based data -- as well as invaluable insights and analyses of trends and strategies in recruitment, retention, reward, recognition and work life programs and career development/training.

PEOPLE3	Price
IT Market Compensation Study	\$2,389.52
IT Market Compensation Study (Participant) w/3 Quarterly Trending Reports	\$1,022.02
IT Market Compensation Study w/3 Quarterly Trending Reports	\$3,832.50

careerpower™

careerpower™, a Web-based career development tool, offers your employees a "road map" for their own career advancement through its 360-degree assessment tool, job finder and learning maps. Careerpower also helps managers with project staffing, succession planning and performance management functions.

What it means to the Commonwealth:

- Reduced contractor costs
- Increased employee and manager productivity
- Efficient and rapid creation of project teams
- Focused development of employees' skills and competencies
- Reduced recruitment time and cost
- Increased employee retention rates

Pricing:

*Includes a one time set up fee for:

- careerpower CD-ROM
- careerpower Installation
- 2 days of careerpower training for the client's training organization
- careerpower™ Customer Support
- careerpower™ Product Updates

0 – 200 Employees	\$44,477.44
201 – 500 Employees	\$73,584.00
501-1000 Employees	\$105,266.00
Over 1001 Employees	Contact Gartner for Special Pricing

Human Capital Management Workshops

Description: Human Capital Management Workshops are an integrated series of highly interactive development programs designed to help IT and HR professionals meet specific workforce management issues. Participants develop customized action plans leading to successful organizational transformation – the first time. Workshops take place on Commonwealth site.

Pricing:

Each Human Capital Management Workshop is individually priced at \$51,100. Clients who purchase membership in the Gartner Executive Program for Human Resources (EXP HR) will receive a 10 percent discount (or \$45,990 per workshop) on all Human Capital Management Workshops:

Organization Alignment Workshop: additional Industry Standard Job Family Competency Models may be purchased for \$12,775 (this includes an additional half-day workshop).

Human Capital Management Workshops: Mission and Values

Description: This one and a half-day workshop is the first step to developing a culture that supports a high-performance IT organization. Defining, documenting and communicating a mission, vision and statement of values will create a common framework, focus and culture that can support business strategy and goals effectively. These statements provide a foundation that will support IT decisions and focus and prioritize IT objectives, goals and key initiatives to support the business.

Human Capital Management Workshops: Communications Strategy and Plan

Description: This two-day workshop assists clients in developing a program to communicate the right message to the right audience at the appropriate time, and deliver consistent messages across the entire organization to support significant change efforts (e.g., outsourcing, transformation and new strategy). This minimizes fear and promotes the acceptance of the leadership team's plan, as well as establishes and maintains shared expectations.

Human Capital Management Workshop: Leadership Development

Description: This two-day workshop helps clients identify the critical leadership competencies for their organization, and assess their leadership team against selected competencies. This workshop also lays the foundation for developing team and individual action plans to close the gap between current and desired leadership performance.

Human Capital Management Workshop: Organization Alignment

Description: This two-day workshop is designed to build the foundation for your career development program. The workshop starts by presenting career development best practices. Participants are then provided with industry-standard competency models developed by people³ for the job families being reviewed. The job family competency models are edited to meet the client's needs through expert panel processes facilitated by the executive facilitator. At the conclusion of the workshop, participants will have selected the critical competencies required for outstanding performance in selected job families.

Human Capital Management Workshop: Human Capital Management Assessment

Description: This one and a half-day workshop helps clients assess their current HCM capabilities, prioritize current and future HCM needs, and develop an action plan that addresses those needs. The program includes the following: (1) a Web-based organization assessment, (2) a review of HCM best practices, (3) an assessment readout, (4) assistance with critical issues prioritization, and (5) action planning. The Web assessment and planning sessions include educational reviews, interactive assessments, and customized solutions that help ensure a successful HCM transition.

Human Capital Management Workshop: Organization Design

Description: This one and a half-day workshop helps clients develop an organization structure that best aligns with their business needs. Key components of the workshop include the following: understanding organization design best practices, developing critical success factors for organizational change, developing and selecting an organizational design model that best represents defined business needs, and creating an actionable implementation strategy. The workshop includes educational reviews, interactive assessments, and customized design options created and presented by the executive facilitator.

Job Family Competency Models

Description: Job Family Competency Models create an operational infrastructure that supports IT professional development, selection and assessment. Employees receive knowledge of the expectations in their current role as well as a clear understanding of the requirements for progression inside and outside their career path and job family. Gartner will work with you to define the below deliverables and provide you a report for the Job Family Competency model of your choice.

Pricing: Each Job Family Competency Model is priced at \$12,775.

Each Job Family Competency Model consists of the following components/deliverables:

- **Job Family General Characteristics** - A formal definition of the job family's general characteristics, outlining the job responsibilities typically performed, with pertinent information regarding the scope of work performed within that job family.
- **Job Family Career Paths** - Specific roles within the job family are identified, including typical responsibilities and complexity of requirements for progression through each level on the career path.
- **Competency Matrix** - The model includes behavioral, business and technical competencies determined to be critical for success within the enterprise and within the job family. The competency model will also include expected proficiency levels required for progression through the career path.
- **Assessment Tool** - The tool assist in determining gaps between required competency proficiency level and an individual's proficiency level within the specific competency, job family and career path level.
- **Learning Maps** - An outline of the developmental activities that an individual can use to enhance or increase performance in a specific competency. The learning maps will include types of training courses, key developmental experiences and other development resources (e.g., books, periodicals, research articles and computer-based training).

Available Job Family Competency Models include:

Applications Development	Customer Support	Network Management
Architecture	Data Analysis	Project Management
Asset Management	Database Administration	Quality Assurance
Business Analysis	ERP Applications	Quality Process Engineering
Business Continuity	Development	Release Management
Business Intelligence	ERP Business Solutions	Systems Administration
Business Process	Analysis	Technology Consulting
Engineering	ERP Systems Administration	Technical Writing
Client Technology	IT Leadership	Telecommunications
Computer Operations	IT Security	
Vendor Relationship	Web Administration	
Management	Web Design	

Skills Inventory Web Based Tool

Description: people³ Skills Inventory provides a quick and effective way to collect skills information from your IT organization. This Web-based tool helps you develop a "snapshot" of resident IT skills and proactively guide training efforts for in-demand skill sets. Please work with your Gartner Sales Executive to gain access.

Pricing:

\$20,951	1 to 500 participants
\$26,061	501 to 1,000 participants
\$33,215	1,001 to 2,000 participants
\$40,369	2,001 to 3,000 participants

For custom pricing information for 3,001 or more participants, please contact Tiffany Reese, Gartner Account Executive.

Gartner Consulting

The Consulting engagements described below are individually priced based on the scope and specific tasks for the project. Please work with your Sales Executive

Strategy & Architecture

IT Strategy
Sourcing Strategy
Organization & Governance
Architecture
Portfolio Management
Data Center Consolidation
ERP Strategy

Risk Management Services

Business Continuity Planning
Information Security
Regulatory Compliance

Performance Optimization

Benchmarking
Status
Decision
Optimization
Benchmarking Towers
Desktop, Helpdesk, Network, Application Development Support, Customer Satisfaction, Outsourcing, SAP
IT Process Reengineering
Service Management
Performance Management

Sourcing Execution and Management

Transaction Brokering
Sourcing Management Services

Critical Program Management

Project Management Office
Project Assessment
Project Oversight

Go-To-Market Strategies

Marketing Strategy
Channel Strategy

	Consultant Titles Applicable to Statements of Work	Hourly Rates
1	Specialist	\$147.17
2	Senior Specialist	\$198.27
3	Manager	\$268.79
4	Senior Manager	\$339.30
5	Expert	\$410.23
6	Senior Expert	\$495.67
7	Project Manager	\$339.30
8	Project Director	\$410.34
9	Senior Project Director	\$495.67

**MODIFICATION #6
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GARTNER, INC., hereinafter referred to as "Contractor", relating to the modification of Contract VA-020131-GARG, as amended. This Modification #6 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #6 is to allow for an extension for the above referenced Contract.

Both parties agree to the following:

The term of the Contract is extended under the same terms for the period beginning March 24, 2005 through May 31, 2005.


The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC

COMMONWEALTH OF VIRGINIA


BY: _____

NAME: William F. Mohan, Jr.

TITLE: Director, Government Contracts

DATE: March 22, 2005


BY: _____

NAME: Timothy W. Moore

TITLE: Contracts Manager

DATE: 3/22/05

**MODIFICATION #5
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GARTNER, INC., hereinafter referred to as "Contractor", relating to the modification of Contract VA-020131-GARG, as amended. This Modification #5 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #5 is to allow for a thirty (30) day extension for the above referenced Contract.

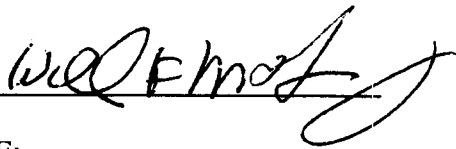
Both parties agree to the following:

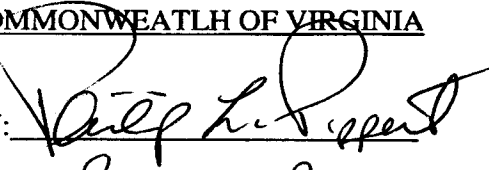
The term of the Contract is extended for thirty (30) days under the same terms for the period beginning February 22, 2005 through March 23, 2005.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC
BY: 
NAME: William F. Mohan, Jr.
TITLE: Director, Government Contracts
DATE: 2-18-05

COMMONWEALTH OF VIRGINIA
BY: 
NAME: Philip L. Pippert
TITLE: Assoc. Director, SEM
DATE: 2/18/05

**MODIFICATION #4 to
CONTRACT VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GARTNER, INC., hereinafter referred to as "Contractor" relating to the modification of Contract VA-020131-GARG, as amended. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-020131-GARG.

The purpose of Modification #4 is to document both parties' agreement add additional product offerings to Contract VA-020131-GARG by updating Attachment "A", entitled *Rate Schedule*, and add Attachment B to define additional product offerings and deliverables.

Reference:

- a. Contract VA-020131-GARG, Page 20 of 30, Paragraph 45, entitled "Authorized Representatives"
- b. Contract VA-020131-GARG; Attachment A, pages 1-11

Both above-referenced parties hereby agree to replace Attachment "A", pages 1 through 11 to the referenced Contract with the attached updated and revised Attachment "A" and to add Attachment "B" to define added product offerings and deliverables. Both Attachment "A" as revised and Attachment "B" are incorporated herein and attached hereto. All Price List(s) previously incorporated into the Agreement are hereby deleted and made null and void effective immediately upon the final execution of this Modification #4.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

COMMONWEALTH OF VIRGINIA

BY: William F. Mohan, Jr.

BY: Timothy W. Moore

NAME: WILLIAM F. MOHAN, JR.

NAME: Timothy W. Moore

TITLE: DIRECTOR, GOVERNMENT CONTRACTS

TITLE: Purchasing Ops & Contract Mgr.

DATE: 12-1-04

DATE: 12/6/04

Attachment A
To
Contract VA-020131-GARG

Per Modification #4, Attachment A is hereby updated and made an integral part of Agreement Number VA-020131-Garg between Gartner Inc and the Commonwealth of Virginia.

Level 1 Services – As Indicated in the chart below:

Number of Seats	Number of research analyst inquiries* included per seat
1 to 9	Unmetered (For Advisor seat)
1 to 9	None (for Reference Seat)
10-24	Unmetered (For Advisor seat)
10-24	None Standard – Optional Inquiry Service Available for reference seat)
25-49	Unmetered (For Advisor seat)
25-49	None Standard – Optional Inquiry Service Available (for Reference seat)
50-99	Unmetered (For Advisor seat)
50-99	None Standard – Optional Inquiry Access Program Available (For Reference seat)

*Each inquiry is limited to 30 minutes

Core Research Focus Areas. Illustrative Only, Subject to change.	
1	Application Development
2	Application Integration and Middleware
3	Business Intelligence and data Warehousing
4	Enterprise Networking Equipment
5	Emerging Technologies
6	Enterprise Management
7	Client Platforms
8	Web Services
9	Security and Privacy
10	Mobile and Wireless
11	IT Management
12	e-business
13	Knowledge Support
14	Customer Relationship Management
15	Government
16	Higher Education
17	Healthcare
18	Financial Services
19	Small and Midsize Business
20	Open Source Software
21	IT Services and Outsourcing
22	Public Network Infrastructure equipment
23	Semiconductors
24	Communications Services
25	Digital Documents and Imaging

26	ERP and Supply Chain
27	Servers and Storage
28	Technology and Society

Consulting

1	Specialist
2	Senior Specialist
3	Manager
4	Senior Manager
5	Expert
6	Senior Expert
7	Project Manager
8	Project Director
9	Senior Project Director

Benchmark (Measurement Services)

1	Rapid Assessment for Application Development & Support
2	Rapid Assessment for Contact Center
3	Rapid Assessment for Customer Satisfaction
4	Rapid Assessment for Data Networks
5	Rapid Assessments for Distributed Computing
6	Rapid Assessments for Enterprise Operations Center
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 F02)
8	Rapid Assessment for Help Desk
9	Rapid Assessment for IT Business Effectiveness
10	Rapid Assessment for Total IT Expenditure
11	Rapid Assessment for Voice Telecom
12	Legacy Benchmarks for Applications Development Project Analysis
13	Legacy Benchmarks for Outsourcing Financial Assessment
14	Decision Tools for Financial System Application Software
15	Decision Tools for Human Resources Application Software
16	Decision Tools for Content

	Management Solutions
17	Decision Tools for Convergence Server Solutions
18	Decision Tools for Customer Relationship Management Suite
19	Decision Tools for Customer Service and Support Software
20	Decision Tools for consolidated Service Desk
21	Decision Tools for data Switching Solutions Suite
22	Decision Tools for E-Business Intelligence Model
23	Decision Tools for e-commerce; Business to Business- Buy Side
24	Decision Tools for e-commerce; Business to Business – Sell Side
25	Decision Tools for Enterprise Information Portal
26	Decision Tools for Enterprise Management Console Software
27	Decision Tools for Enterprise Management Solutions
28	Decision Tools for Enterprise Resource Planning Suite
29	Decision Tools for Integrated Financials and Human Resources Software
30	Decision Tools for Help Desk Software
31	Decision Tools for Integrated Document Management Suite
32	Decision Tools for Intel-Class hardware – Desktop
33	Decision Tools for Intel-Class Hardware – Notebook
34	Decision Tools for Intel-Class Hardware – Server
35	Decision Tools for LAN Switching Solutions Selection
36	Decision Tools for Mid-Market ERP Software
37	Decision Tools for Marketing Automation
38	Decision Tools for Online Analytical Processing Software
39	Decision Tools for Public Key Infrastructure
40	Decision Tools for Supply

	Chain Planning Software Selection
41	Decision Tools for Sales Force Automation
42	Decision Tools for Unix Platform Selection
43	Decision Tools for TCO Manager for Distributed Computing
44	Decision Tools for TCO Manager for Enterprise Operations Center
45	Decision Tools for TCO manager for Help Desk
46	Decision Tools for TCO Manager for Data Networks
47	Decision Tools for TCO Manager for Voice Telecom

Additional Product Offerings

1	People3 IT Market Compensation Study
2	People3 IT Market Compensation Study & 3 Quarterly Trending Reports
3	People 3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports
4	Careerpower – part of peoplepower 1-200 seats
5	Careerpower – part of peoplepower – 201-500 seats
6	Careerpower – part of peoplepower – 501-1,000 seats
7	Careerpower – part of people power – 1,001-2000 seats
8	Executive Programs – EXP Premiere
9	Statement of Work
10	Vice President people3 Consulting
11	Director people3 Consulting
12	Senior Consultant people3 Consulting
13	Lead Consultant people3 Consulting
14	Associate Consultant people3 Consulting

Number of Seats	Price Per Seat	Number of research inquiries Included Per Seat	Price per instance of analyst inquiry
1-9	\$15,330	Unmetered for Advisor Seat	Included in Cost of Advisor Seat
1-9	\$9,198	None for Reference Seat	\$1022/hr or \$4,088 for 6 hours, or \$6132 full day
10-24	\$8,789.20	Unmetered for Advisor Seat	Included in cost of Advisor Seat
10-24	\$7,154	None for Reference seat	5 inquiries = \$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396
25-49	\$7,562.80	Unmetered for Advisor Seat	Included in Cost of Advisor Seat
25-49	\$4,905.60	None for Reference Seat	5 inquiries = \$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396
50-99	\$6,540	Unmetered for Advisor Seat	Included in cost of Advisor Seat
50-99	\$4,985.80	None for Reference Seat	5 inquiries = \$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396

**** To qualify for Research Inquiry Access, Core Research Clients must maintain 10 or more Core Research Seats (per contract).**

Core Research Focus Areas. Illustrative Only.	
1	Application Development
2	Application Integration and Middleware
3	Business Intelligence and data Warehousing
4	Enterprise Networking Equipment
5	Emerging Technologies
6	Enterprise Management
7	Client Platforms
8	Web Services
9	Security and Privacy
10	Mobile and Wireless
11	IT Management
12	Knowledge Support
13	Customer Relationship

	Management
14	Government
15	Higher Education
16	Healthcare
17	Financial Services
18	Small and Midsize Business
19	Open Source Software
20	IT Services and Outsourcing
21	Public Network Infrastructure
22	Semiconductors
23	Communications Services
24	Digital Documents and Imaging
25	ERP and Supply Chain Management
26	Servers and Storage
27	Technology and Society

Publications

1	Talking Technology Series	Included with Advisor Seat
---	---------------------------	----------------------------

Consulting

1	Specialist	\$147.17/hr
2	Senior Specialist	\$198.27/hr
3	Manager	\$268.79/hr
4	Senior Manager	\$339.30/hr
5	Expert	\$410.23/hr
6	Senior Expert	\$495.67/hr
7	Project Manager	\$339.30/hr
8	Project Director	\$410.34/hr
9	Senior Project Director	\$495.67/hr

Benchmark (Measurement) Services

1	Rapid Assessment for Application Development & Support	\$53,144 + T&E
2	Rapid Assessment for Contact Center	\$53,144 + T&E
3	Rapid Assessment for Customer Satisfaction	\$53,144 + T&E
4	Rapid Assessment for Data Networks	\$53,144 + T&E
5	Rapid Assessments for Distributed Computing	\$53,144 + T&E
6	Rapid Assessments for Enterprise Operations Center	\$53,144 + T&E
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 F02)	\$53,144 + T&E
8	Rapid Assessment for Help Desk	\$53,144 + T&E
9	Rapid Assessment for IT Business Effectiveness	\$53,144 + T&E
10	Rapid Assessment for Total IT Expenditure	\$53,144 + T&E

11	Rapid Assessment for Voice Telecom	\$53,144 + T&E
12	Legacy Benchmarks for Applications Development Project Analysis	\$43,946 + T&E
13	Legacy Benchmarks for Outsourcing Financial Assessment	\$82,782 + T&E
14	Decision Tools for Financial System Application Software	\$12,264/Seat
15	Decision Tools for Human Resources Application Software	\$12,264/Seat
16	Decision Tools for Content Management Solutions	\$20,440/Seat
17	Decision Tools for Convergence Server Solutions	\$20,440/Seat
18	Decision Tools for Customer Relationship Management Suite	\$36,792/Seat
19	Decision Tools for Customer Service and Support Software	\$12,264/Seat
20	Decision Tools for Consolidated Service Desk	\$20,440/Seat
21	Decision Tools for data Switching Solutions Suite	\$20,440/Seat
22	Decision Tools for E-Business Intelligence Model	\$20,440/Seat
23	Decision Tools for e-commerce; Business to Business- Buy Side	\$20,440/Seat
24	Decision Tools for e-commerce: Business to Business – Sell Side	\$20,440/Seat
25	Decision Tools for Enterprise Information Portal	\$20,440/Seat
26	Decision Tools for Enterprise Management Console Software	\$20,440/Seat
27	Decision Tools for Enterprise Management Solutions	\$20,440/Seat
28	Decision Tools for Enterprise Resource Planning Suite	\$36,792/Seat
29	Decision Tools for Integrated Financials and Human Resources Software	\$20,440/Seat
30	Decision Tools for Help Desk Software	\$12,264/Seat
31	Decision Tools for Integrated Document Management Suite	\$20,440/Seat
32	Decision Tools for Intel-Class hardware – Desktop	\$12,264/Seat
33	Decision Tools for Intel-Class Hardware – Notebook	\$12,264/Seat
34	Decision Tools for Intel-Class Hardware – Server	\$12,264/Seat
35	Decision Tools for LAN Switching Solutions Selection	\$12,264/Seat
36	Decision Tools for Mid-Market ERP Software	\$20,440/Seat
37	Decision Tools for Marketing Automation	\$12,264/Seat
38	Decision Tools for Online Analytical Processing Software	\$12,264/Seat

39	Decision Tools for Public Key Infrastructure	\$20,440/Seat
40	Decision Tools for Supply Chain Planning Software Selection	\$20,440/Seat
41	Decision Tools for Sales Force Automation	\$20,440/Seat
42	Decision Tools for Unix Platform Selection	\$20,440/Seat
43	Decision Tools for TCO Manager for Distributed Computing	\$18,396/Seat
44	Decision Tools for TCO Manager for Enterprise Operations Center	\$18,396/Seat
45	Decision Tools for TCO manager for Help Desk	\$18,396/Seat
46	Decision Tools for TCO Manager for Data Networks	\$18,396/Seat
47	Decision Tools for TCO Manager for Voice Telecom	\$18,396/Seat

Additional Product Offerings

1	People3 IT Market Compensation Study	\$2,340.38
2	People3 IT Market Compensation Study & 3 Quarterly Trending Reports	\$3,832.50
3	People3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports	\$1,022
4	People3 Skills Inventory Tool	1 - 500 participants \$20,951 501 - 1000 participants \$26,061 1001 - 2000 participants \$33,215 2001 - 3000 participants \$40,369
5	Best Practice Council for: 1) Infrastructure Executives 2) Architecture & Planning Executives 3) Information Security Executives	1) \$24,017.00 2) \$24,017.00 3) \$24,017.00
6	Best Practice Groups for: 1) Advanced Technology Management	1) \$20,440 (includes three named users)

	2) Asset Management and Procurement 3) Help Desk 4) Outsourcing Management 5) SAP Production Strategies	2) \$20,440.00 (includes three named users) 3) \$20,440.00 (includes three named users) 4) \$20,440.00 (includes three named users) 5) \$20,440.00 (includes three named users)
7	CareerPower – part of peoplepower; 1-200 seats	\$116,508 (Initial purchase and first year maintenance) + \$19,418/year maintenance for subsequent years
8	Careerpower – part of peoplepower; 201-500 seats	\$151,256 (Initial purchase and first year maintenance) + \$25,243.40/year maintenance for subsequent years
9	Careerpower – part of peoplepower; 501-1000 seats	\$204,808.80(Initial purchase and first year maintenance) + \$34,134.80/year maintenance for subsequent years
10	Careerpower – part of peoplepower; 1001-2000 seats	\$310,769.36 (Initial purchase price and first year maintenance) + \$51,794.56/year maintenance for subsequent years
11	Executive Programs – EXP Premier	\$30,404.50/Person

EXP Memberships

	EXP Premier
Initial Membership	\$30,404.50/Person
Additional Memberships	
> second membership	-10%
> 3 rd -5 th memberships	-15%
> 6 th – 10 th memberships	-25%
11 + MEMBERSHIPS	Contact Gartner
	EXP HR
Initial Membership	\$32,193.00
Additional Memberships	
Second membership	- 10%
Third – fifth membership	-15%
Sixth – tenth member	-25%
More than 10 members	Contact Gartner

Attachment "A"
To
Contract VA-020131-GARG

Level II Services – No Award

Attachment "A"
To
Contract VA-020131-GARG

Level III Services – No Award

Contract VA-020131-GARG

ATTACHMENT B

Gartner Executive Programs

Best Practice Councils	Deliverables	Annual Investment
<p>DESCRIPTION</p> <p>Best Practices Councils are a family of membership-based best practices research and peer advisory programs targeted to CIO functional reports. Guided and validated by member-driven and customized Best Practices research, case studies, interactive peer forums and personalized service, members learn the best solutions and best working practices developed by other enterprises.</p> <ol style="list-style-type: none"> Best Practice Council for Infrastructure Executives Best Practice Council for Architecture & Planning Executives Best Practice Council for Information Security Executives 	<p>DELIVERABLES</p> <p>Deliverables for the Client-selected Best Practices Council are available to named Users, known here as Members, and consist of a range of offerings including:</p> <p>a) Best Practices Case Profile Research</p> <ul style="list-style-type: none"> Member-Driven Agenda: Through an annual survey, Members recommend a global research agenda of topics for the Council. The goal is to reach a consensus among the Members and the Council research team on the major research topics of focus over the course of the year. The global research agenda is then managed regionally in NA/EMEA for member specific focus. Exclusive Research Reports: These are custom, multi-client best practices research studies, which include analysis of case profiles and lessons learned. Presentations are delivered on a quarterly basis at the Peer Exchange Forums and final reports are developed after member input. Council Web site: A web site accessible only by Members, where all Council research and resources are stored. Members may participate in facilitated online discussion forums. <p>Member Events</p> <ul style="list-style-type: none"> Regional Peer Exchange Forums: Members-only meetings held quarterly to discuss Council research and 	<ol style="list-style-type: none"> \$24,017.00 \$24,017.00 \$24,017.00

	<p>Members' key issues in a peer exchange forum.</p> <ul style="list-style-type: none"> • Peer Exchange Forum Findings: Members receive an executive summary of key findings from each Regional Peer Exchange Forum. • Annual Executive Retreat: Held in conjunction with Gartner North American Spring Symposium for NA Council Members, and Gartner European Spring Symposium for European Council Members, this annual Member event includes outside speakers, Member presentations and industry leader discussions. • Gartner Symposium: Complimentary admission for Council Member to sessions at Gartner Spring Symposium/ITxpo® in North America or Europe. • Key Topic Teleconferences: Web-enabled teleconference on member driven topics. <p>Dedicated Council Support</p> <ul style="list-style-type: none"> • Assigned Regional Relationship Manager: Each Member is assigned a dedicated regional Relationship Manager. Through the Relationship Manager, each Council provides facilitated access to Council research, source materials and the network of Council Members. • Gartner Subject Matter Expert Participation: Each Council has a dedicated Gartner analyst/consultant who participates in Regional Peer 	
--	--	--

	<p>Exchange Forums and acts as an advisor to the Council Members.</p> <ul style="list-style-type: none"> • Short-Answer Research Response: On an as-needed basis, the dedicated Relationship Manager will facilitate Council Member inquiries that require up to one (1) hour of research related to the Council Agenda, assistance with the Council's frequently asked questions (FAQ) database and/or access to Best Practices Council research in progress. <p>All Council events are only available to the Member and are not transferable. Gartner periodically updates Service names and deliverables to reflect client needs and market relevancy.</p>	
--	---	--

<p>Description Best Practices Groups bring project managers and implementers together around common IT interests to solve business problems and improve performance. In facilitator-led meetings and teleconferences, members develop actionable solutions based on the combined experience of participants and Gartner analyst validation</p> <ol style="list-style-type: none"> 1. Best Practice Group for Advanced Technology Management 2. Best Practice Group for Asset Management and Procurement 3. Best Practice Group for Help Desk 4. Best Practice Group for Outsourcing Management 5. Best Practice Group for SAP Production Strategies 	<p>Deliverables for the Best Practices Groups are available for up to three named users, known here as Members, and consist of a range of offerings including:</p> <p>a) Program Content</p> <ul style="list-style-type: none"> • Member-Driven Topic Agenda: Members drive the agenda issues and discussion topics for the Group ensuring topic relevance. • Member Presentations: Members present best working practices from their organizations on agenda topics at Peer Exchange Forums. All presentations are archived on the Members-only Web site for reference. • Member-Driven Surveys: Members compare their organizations to other Member organizations by participating in surveys and informal benchmarks with the guidance of the Program Director. All final survey results are archived on the Members-only Web site for reference. • Best Practice Findings Reports: Members receive a summary of discussion topics, key findings and best working practices from the Member presentations and key topic discussions from each Peer Exchange Forum. • Peer Networking Tools: The Member-only online peer directory and Member profiles enable networking between participating organizations. • Online Best Practices 	<ol style="list-style-type: none"> 1. \$20,440 (includes three named users) 2. \$20,440.00 (includes three named users) 3. \$20,440.00 (includes three named users) 4. \$20,440.00 (Includes three named users) 5. \$20,440.00 (Includes three named users)

	<p>Resource Library: A web site accessed only by Members, where a Member can share information and post working practices including, but not limited to, organization charts, roles and responsibilities definitions, metrics definitions, policies, standards and operating plans.</p> <p>Member Events</p> <ul style="list-style-type: none"> • Peer Exchange Forums: Member-only meetings are held quarterly to explore Member-driven issues and topics. In order to enhance the program the Program Director selects Gartner research on those member-driven issues and topics. • Key Topic Teleconferences: Scheduled and ad-hoc teleconferences on member-driven topics. These conferences are open to Members and their staff. <p>Group Support</p> <ul style="list-style-type: none"> • Dedicated Program Support: A dedicated Program Director is assigned to each Best Practices Group. The role of the Program Director is to be the point of contact for each Member organization, to keep a current profile for each Member organization, to host Member meetings, to facilitate Member interaction, to provide access to the Member peer network and to manage the overall Member relationships. • Gartner Subject Matter 	
--	--	--

	<p>Expertise Participation: Each Best Practices Group uses leveraged Gartner subject matter experts during Member meetings and Teleconferences.</p> <ul style="list-style-type: none"> ● Peer Network Access: The Program Directors for each Best Practices Group will facilitate access to the Group peer network for suggestions, recommendations and/or feedback from the membership. ● Post-Meeting Debriefs: Held for Members who are unable to attend a specific quarterly Peer Exchange Forum as well as for Members who want their teams debriefed after a Member meeting. Key Findings and identified best working practices are reviewed and discussion is facilitated by the Program Director. <p>All Group Events are available only to the named Members and are not transferable. Gartner periodically updates Service names and deliverables to reflect client needs and market relevancy.</p>	
--	--	--

<p>DESCRIPTION</p> <p>EXP HR is an exclusive membership-based program for executive-level information technology (IT) and human resources (HR) professionals. It provides all leading people³ research, access to program executives, and a forum to share best practices from other best-in-class organizations.</p>	<p>DELIVERABLES</p> <p>EXP HR offers its members a variety of products and services, including:</p> <ul style="list-style-type: none"> • Personalized Inquiry Services – Managed by a dedicated program executive with subject matter expertise coming from an experienced people³ associate. • Member-Only Research – Members receive exclusive Gartner EXP HR research reports offering strategic insight into the effective management of IT professionals. Report topics are driven by both our members as well as the people³ research agenda. Members also receive the people³ IT Market Compensation Study, an annual report providing compensation data on more than 130 IT positions. • Networking and Learning – Prime opportunities for professional development, intellectual stimulation, professional networking and a real-time exchange of tried and true practices. <ul style="list-style-type: none"> • Bi-Annual EXP HR Summits – Events that occur twice annually with speakers and industry leaders in a network-oriented setting. These content-rich sessions provide the opportunity for face-to-face interaction with members and offer a larger setting for the sharing of best practices. One of the bi-annual summits is planned in concert with Gartner's annual fall Symposium/ITxpo in Orlando, Fla. One complimentary ticket to Gartner Symposium/ITxpo is offered with the EXP HR membership. • Quarterly Teleconferences – Driven by member requests and the people³ research agenda, the quarterly teleconferences leverage Web-based technology to provide a virtual forum for collaboration around a 	<p>\$32,193.00</p>
---	--	---------------------------

	<p>central topic. The teleconferences provide a means for ongoing dialogue between member events.</p> <ul style="list-style-type: none"> • Web-Based Access and Exchange – EXP HR members will be granted access to two content rich Web-based tools. <ul style="list-style-type: none"> • A member knowledge base which enables access to practices contributed by other members as well as Gartner and offers a real-time ability for information exchange through discussion threads and real-time chat. • A compensation data tool enables members to pull their unique cuts from the compensation database, e.g., industry, company size, IT shop size and geography. • Discounts on Executive Programs Human Capital Management Workshops – As an EXP HR member, you can get a 10 percent discount off the list price of any HCM Workshop. 	
--	---	--

Skills Inventory Tool

Do you have an understanding of the capability of your organization?

people³ Skills Inventory Tool provides a quick and effective way to collect skills information from your IT organization. This Web-based tool will help your organization develop a "snapshot" of resident IT skills and proactively guide the training efforts of your employees for in-demand skill sets.

Objective

According to Gartner, the skills of IT employees, rather than available capital, will be the most limiting factor in the achievements of IT organizations through 2005. With most CIOs facing escalating demands on their organization, a proactive talent management program is a must in order to sustain or improve performance levels. Understanding of the existing skill sets that reside in the organization, as well as identifying those that do not exist is the foundation of any effective talent management program.

To address this need, people³—the human capital management (HCM) practice for Gartner—developed the Web-based Skills Inventory Tool, which provides a quick and effective way to collect skills information from your staff.

Approach

Step One: Understand Business Needs, Special Client Requirements and Requested Timing

A people³ executive facilitator will work with your organization to gain consensus on how the Skills Inventory Tool and associated data is to be used. Typical issues that need to be addressed include:

- What data needs to be collected to help your organization make appropriate business decisions?
- Which areas of the organization need to participate?
- How do you effectively communicate the skills inventory process and purpose to the organization?
- What resources are needed to support the successful collection of skills inventory profiles from your employees?

The estimated timeline to typically complete a skills inventory is six to eight weeks.

Key Issues

- Sourcing decision
- Merger and acquisition (M&A)
- Training budget
- Project staffing
- Career development

Benefits

- Increase productivity by allocating the right skills to the right jobs.
- Maximize organizational capability by identifying unknown skills and talents in your organization.
- Realize savings by understanding training requirements.
- Avoid future skill gaps by forecasting skill needs.

Deliverables

- **Skill Summary (Master):** Summary of all skills in the inventory and provides the count of participants distributed across the proficiency rating scale for each skill
- **Skill Summary (Bench Strength):** Summary of all skills that participants selected in the inventory sorted in descending order by the combined number of participants with an advanced or master proficiency
- **Skill Summary (20 Advanced):** Summary of the top 20 skills that have the highest number of participants with an advanced proficiency

Skills Inventory Tool

Step Two: Refine the Skills List and Demographic Questions

Your organization will be provided with a master list of skill categories and over 1,000 skills. people³ will work with you to develop a final listing of specific skill sets relating to your needs and to determine any demographic questions to include in the survey. This information can be used with the skill data to create a better understanding of the organization's human capital profile.

Step Three: Reporting Requirements

people³ will review the standard reports with you to ensure that they meet defined business needs. If custom reports are required, people³ will create a draft report, review the draft with you for approval, and provide feasibility and cost estimates. An electronic copy of the skills inventory database will also be provided.

Step Four: Communications Templates

Several communications are sent out to the survey population. Typical communications include a pre-notification e-mail, invitation e-mail and instructions for the Skills Inventory Tool.

Step Five: Project Administration

A detailed project plan is provided identifying the tasks that need to be completed and the specific dates communications need to be sent to survey participants. Your participants will receive a generic-mail containing a link to people³ skillpower™ Web site where they can complete their individual assessment using the Skills Inventory Tool. people³ will provide a technical contact to support the project.

Step Six: Management Report/Deliverables

people³ will compile data and present findings to your organization.

Step Seven: Client Satisfaction

Once the project is completed, people³ will provide you with a client satisfaction survey covering the planning, administration and reporting from the Skills Inventory Tool.

Business Results

people³ Skills Inventory Tool will provide your organization with a comprehensive inventory of the skills and proficiency levels in your organization. The skills inventory reports can then be used to:

- Identify employees with the right skill sets for succession planning and project staffing purposes
- Support career development planning for your employees
- Assist in making the appropriate sourcing decisions
- Allocate training dollars to the most important areas

- **Skills Summary (20 Expert):** Summary of the top 20 skills that have the highest number of participants with an *expert* proficiency
- **Skill Summary (No Adv and Exp):** Summary of skills that participants selected excluding *advanced* or *expert* proficiency levels
- **Cat Summary (Bench Strength):** Summary of skill categories that participants selected in the inventory sorted in descending order by the combined number of participants with an *advanced* or *expert* proficiency
- **Questions Report:** Provides a company view of the participant question responses
- **Skill Scorecard:** Provides a company view of the top critical skills selected by the company
- **Top 10 Training Requests:** Provides a company view of the top 10 skill training requests as selected by participants

**MODIFICATION #3 to
CONTRACT VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and GARTNER, INC., hereinafter referred to as "Contractor" relating to the modification of Contract VA-020131-GARG, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-020131-GARG.

This Modification #3 documents both parties' agreement to update Attachment "A", entitled *Rate Schedule*, to Contract VA-020131-GARG.

Reference:

- a. Contract VA-020131-GARG, Page 20 of 30, Paragraph 45, entitled "Authorized Representatives"
- b. Contract VA-020131-GARG; Attachment A, pages 1-10.

Both above-referenced parties hereby agree to replace Attachment "A", pages 1 through 10 to the referenced Contract with the attached updated and revised Attachment "A", incorporated herein and attached hereto. All Price List(s) previously incorporated into the Agreement are hereby deleted and made null and void effective immediately upon the final execution of this Modification #3.

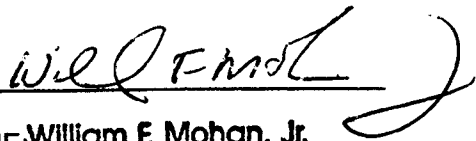
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

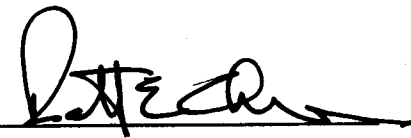
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

COMMONWEALTH OF VIRGINIA

BY: 
NAME: William F. Mohan, Jr.
Director, Government Contracts
TITLE: _____
DATE: April 21, 2004

BY: 
NAME: Robert E. Gleason
TITLE: Technology Contracts Mgr
DATE: April 21, 2004

**Attachment A
To
Contract VA-020131-GARG**

Rate Schedule

This Attachment "A" is hereby incorporated into and made an integral part of Agreement VA--020131-GARG between Gartner Inc. and the Commonwealth of Virginia. All other Price List(s) previously incorporated into the Agreement are hereby deleted and made null and void.

Level 1 Services – As Indicated in the chart below:

Number of Seats	Number of research analyst inquiries* included per seat
1 to 9	Unmetered (For Advisor seat)
1 to 9	None (for Reference Seat)
10-24	Unmetered (For Advisor seat)
10-24	None Standard – Optional Inquiry Service Available (for Reference Seat)
25-49	Unmetered (For Advisor seat)
25-49	None Standard – Optional Inquiry Service Available (for Reference Seat)
50-99	Unmetered (For Advisor seat)
50-99	None Standard – Optional Inquiry Access Program Available (for Reference seat)

*Each inquiry is limited to 30 minutes

“Core Research” Focus Areas. Illustrative Only, Subject to change.	
1	Application Development
2	Application Integration and Middleware
3	Business Intelligence and data Warehousing
4	Enterprise Networking Equipment
5	Emerging Technologies
6	Enterprise Management
7	Client Platforms
8	Web Services
9	Security and Privacy
10	Mobile and Wireless
11	IT Management
12	e-business
13	Knowledge Support
14	Customer Relationship Management
15	Government
16	Higher Education
17	Healthcare
18	Financial Services
19	Small and Midsize Business
20	Open Source Software
21	IT Services and Outsourcing
22	Public Network Infrastructure equipment
23	Semiconductors
24	Communications Services
25	Digital Documents and Imaging

26	ERP and Supply Chain Management
27	Servers and Storage
28	Technology and Society

Consulting

1	Specialist
2	Senior Specialist
3	Manager
4	Senior Manager
5	Expert
6	Senior Expert
7	Project Manager
8	Project Director
9	Senior Project Director

Benchmark (Measurement Services)

1	Rapid Assessment for Application Development & Support
2	Rapid Assessment for Contact Center
3	Rapid Assessment for Customer Satisfaction
4	Rapid Assessment for Data Networks
5	Rapid Assessments for Distributed Computing
6	Rapid Assessments for Enterprise Operations Center
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 F02)
8	Rapid Assessment for Help Desk
9	Rapid Assessment for IT Business Effectiveness
10	Rapid Assessment for Total IT Expenditure
11	Rapid Assessment for Voice Telecom
12	Legacy Benchmarks for Applications Development Project Analysis
13	Legacy Benchmarks for Outsourcing Financial Assessment
14	Decision Tools for Financial System Application Software
15	Decision Tools for Human Resources Application Software
16	Decision Tools for Content Management Solutions
17	Decision Tools for Convergence Server Solutions
18	Decision Tools for Customer Relationship Management Suite
19	Decision Tools for Customer Service and Support Software
20	Decision Tools for consolidated Service Desk
21	Decision Tools for data Switching Solutions Suite
22	Decision Tools for E-Business Intelligence Model
23	Decision Tools for e-commerce; Business to Business- Buy Side
24	Decision Tools for e-commerce: Business to Business – Sell Side
25	Decision Tools for Enterprise Information Portal
26	Decision Tools for Enterprise Management Console Software
27	Decision Tools for Enterprise Management Solutions
28	Decision Tools for Enterprise Resource Planning Suite
29	Decision Tools for Integrated Financials and Human Resources Software
30	Decision Tools for Help Desk Software
31	Decision Tools for Integrated Document Management Suite
32	Decision Tools for Intel-Class hardware – Desktop
33	Decision Tools for Intel-Class Hardware – Notebook
34	Decision Tools for Intel-Class Hardware – Server

35	Decision Tools for LAN Switching Solutions Selection
36	Decision Tools for Mid-Market ERP Software
37	Decision Tools for Marketing Automation
38	Decision Tools for Online Analytical Processing Software
39	Decision Tools for Public Key Infrastructure
40	Decision Tools for Supply Chain Planning Software Selection
41	Decision Tools for Sales Force Automation
42	Decision Tools for Unix Platform Selection
43	Decision Tools for TCO Manager for Distributed Computing
44	Decision Tools for TCO Manager for Enterprise Operations Center
45	Decision Tools for TCO manager for Help Desk
46	Decision Tools for TCO Manager for Data Networks
47	Decision Tools for TCO Manager for Voice Telecom

Additional Product Offerings

1	People3 IT Market Compensation Study
2	People3 IT Market Compensation Study & 3 Quarterly Trending Reports
3	People 3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports
4	Careerpower – part of peoplepower – 1-200 seats
5	Careerpower – part of peoplepower – 201-500 seats
6	Careerpower – part of peoplepower – 501-1,000 seats
7	Careerpower – part of people power – 1,001-2000 seats
8	Executive Programs – EXP Premiere
9	Statement of Work
10	Vice President people3 Consulting
11	Director people3 Consulting
12	Senior Consultant people3 Consulting
13	Lead Consultant people3 Consulting
14	Associate Consultant people3 Consulting

Number of Seats	Price Per Seat	Number of research inquiries Included Per Seat	Price per instance of analyst inquiry
1-9	\$15,330	Unmetered for Advisor Seat	Included in Cost of Advisor Seat
1-9	\$9,198	None for Reference Seat	\$1022/hr or \$4,088 for 6 hours, or \$6132 full day
10-24	\$8,789.20	Unmetered for Advisor Seat	Included in cost of Advisor Seat
10-24	\$7,154	None for Reference seat	5 inquiries =\$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396
25-49	\$7,562.80	Unmetered for Advisor Seat	Included in Cost of Advisor Seat
25-49	\$4,905.60	None for Reference Seat	5 inquiries =\$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396
50-99	\$6,540	Unmetered for Advisor Seat	Included in cost of Advisor Seat

50-99	\$3,985.80	None for Reference Seat	5 inquiries = \$4,599 10 inquiries = \$9,198 20 inquiries = \$18,396
-------	------------	-------------------------	--

** To qualify for Research Inquiry Access, Core Research Clients must maintain 10 or more Core Research Seats (per contract).

Core Research Focus Areas. Illustrative Only.	
1	Application Development
2	Application Integration and Middleware
3	Business Intelligence and data Warehousing
4	Enterprise Networking Equipment
5	Emerging Technologies
6	Enterprise Management
7	Client Platforms
8	Web Services
9	Security and Privacy
10	Mobile and Wireless
11	IT Management
12	Knowledge Support
13	Customer Relationship Management
14	Government
15	Higher Education
16	Healthcare
17	Financial Services
18	Small and Midsize Business
19	Open Source Software
20	IT Services and Outsourcing
21	Public Network Infrastructure
22	Semiconductors
23	Communications Services
24	Digital Documents and Imaging
25	ERP and Supply Chain Management
26	Servers and Storage
27	Technology and Society

Publications

1	Talking Technology Series	Included with Advisor Seat
---	---------------------------	----------------------------

Consulting

1	Specialist	\$147.17/hr
2	Senior Specialist	\$198.27/hr
3	Manager	\$268.79/hr
4	Senior Manager	\$339.30/hr
5	Expert	\$410.23/hr
6	Senior Expert	\$495.67/hr
7	Project Manager	\$339.30/hr
8	Project Director	\$410.34/hr

9	Senior Project Director	\$495.67/hr
---	-------------------------	-------------

Benchmark (Measurement) Services

1	Rapid Assessment for Application Development & Support	\$53,144 + T&E
2	Rapid Assessment for Contact Center	\$53,144 + T&E
3	Rapid Assessment for Customer Satisfaction	\$53,144 + T&E
4	Rapid Assessment for Data Networks	\$53,144 + T&E
5	Rapid Assessments for Distributed Computing	\$53,144 + T&E
6	Rapid Assessments for Enterprise Operations Center	\$53,144 + T&E
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 F02)	\$53,144 + T&E
8	Rapid Assessment for Help Desk	\$53,144 + T&E
9	Rapid Assessment for IT Business Effectiveness	\$53,144 + T&E
10	Rapid Assessment for Total IT Expenditure	\$53,144 + T&E
11	Rapid Assessment for Voice Telecom	\$53,144 + T&E
12	Legacy Benchmarks for Applications Development Project Analysis	\$43,946 + T&E
13	Legacy Benchmarks for Outsourcing Financial Assessment	\$82,782 + T&E
14	Decision Tools for Financial System Application Software	\$12,264/Seat
15	Decision Tools for Human Resources Application Software	\$12,264/Seat
16	Decision Tools for Content Management Solutions	\$20,440/Seat
17	Decision Tools for Convergence Server Solutions	\$20,440/Seat
18	Decision Tools for Customer Relationship Management Suite	\$36,792/Seat
19	Decision Tools for Customer Service and Support Software	\$12,264/Seat
20	Decision Tools for Consolidated Service Desk	\$20,440/Seat
21	Decision Tools for data Switching Solutions Suite	\$20,440/Seat
22	Decision Tools for E-Business Intelligence Model	\$20,440/Seat
23	Decision Tools for e-commerce; Business to Business – Buy Side	\$20,440/Seat
24	Decision Tools for e-commerce: Business to Business – Sell Side	\$20,440/Seat
25	Decision Tools for Enterprise Information Portal	\$20,440/Seat
26	Decision Tools for Enterprise Management Console Software	\$20,440/Seat
27	Decision Tools for Enterprise Management Solutions	\$20,440/Seat
28	Decision Tools for Enterprise Resource Planning Suite	\$36,792/Seat
29	Decision Tools for Integrated Financials and Human Resources Software	\$20,440/Seat
30	Decision Tools for Help Desk Software	\$12,264/Seat
31	Decision Tools for Integrated Document Management Suite	\$20,440/Seat
32	Decision Tools for Intel-Class hardware – Desktop	\$12,264/Seat
33	Decision Tools for Intel-Class Hardware – Notebook	\$12,264/Seat
34	Decision Tools for Intel-Class Hardware – Server	\$12,264/Seat
35	Decision Tools for LAN Switching Solutions Selection	\$12,264/Seat
36	Decision Tools for Mid-Market ERP Software	\$20,440/Seat
37	Decision Tools for Marketing Automation	\$12,264/Seat
38	Decision Tools for Online Analytical Processing Software	\$12,264/Seat
39	Decision Tools for Public Key Infrastructure	\$20,440/Seat
40	Decision Tools for Supply Chain Planning Software Selection	\$20,440/Seat
41	Decision Tools for Sales Force Automation	\$20,440/Seat
42	Decision Tools for Unix Platform Selection	\$20,440/Seat
43	Decision Tools for TCO Manager for Distributed Computing	\$18,396/Seat
44	Decision Tools for TCO Manager for Enterprise Operations Center	\$18,396/Seat
45	Decision Tools for TCO Manager for Help Desk	\$18,396/Seat
46	Decision Tools for TCO Manager for Data Networks	\$18,396/Seat
47	Decision Tools for TCO Manager for Voice Telecom	\$18,396/Seat

Additional Product Offerings

1	People3 IT Market Compensation Study	\$2,340.38
2	People3 IT Market Compensation Study & 3 Quarterly Trending Reports	\$3,832.50
3	People3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports	\$1,022
4	CareerPower – part of peoplepower; 1-200 seats	\$116,508 (Initial purchase and first year maintenance) + \$19,418/year maintenance for subsequent years
5	Careerpower – part of peoplepower; 201-500 seats	\$151,256 (Initial purchase and first year maintenance) + \$25,243.40/year maintenance for subsequent years
6	Careerpower – part of peoplepower; 501-1000 seats	\$204,808.80 (Initial purchase and first year maintenance) + \$34,134.80/year maintenance for subsequent years
7	Careerpower – part of peoplepower; 1001-2000 seats	\$310,769.36 (Initial purchase price and first year maintenance) + \$51,794.56/year maintenance for subsequent years
8	Executive Programs – EXP Premier	\$30,404.50/Person

EXP Memberships

	EXP Premier
Initial Membership	\$30,404.50/Person
Additional Memberships	
> second membership	-10%
> 3 rd -5 th memberships	-15%
> 6 th – 10 th memberships	-25%
11 + MEMBERSHIPS	Contact Gartner

Attachment "A"
To
Contract VA-020131-Gart

Level II Services – No Award

Attachment "A"
To
Contract VA-020131-Gart

Level III Services – No Award

**MODIFICATION #2 to
CONTRACT VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and GARTNER, INC., hereinafter referred to as "Contractor" relating to the modification of Contract VA-020131-GARG, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-020131-GARG.

Reference:

- a. Contract VA-020131-GARG; Article III, entitled "*PERIOD OF PERFORMANCE*" – Paragraph 1.
- b. Contract VA-020131-GARG; Attachment C, page 28 of 30; section entitled "*PRICE INCREASES*".
- c. Contract VA-020131-GARG; Attachment A, pages 1-10.

In accordance with the above references, both above-referenced parties hereby agree to renew the current term of this Agreement for an additional one (1) year period from February 22, 2004 through February 21, 2005 and to modify Contract pricing to increase Contract rates, as delineated in above-reference c, by 2.2%.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: William F. Mohan, Jr.

NAME: Robert E. Gleason

TITLE: DIRECTOR, GOVERNMENT CONTRACTS

TITLE: Technology Contracts Mgr

DATE: March 25, 2004

DATE: 3/25/04

**MODIFICATION #1
TO
CONTRACT NUMBER VA-020131-GARG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GARTNER, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Gartner, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-020131-GARG, as modified.

The purpose of this Modification #1 is to document both parties' agreement concerning the addition of pricing options for "Decision Tools for TCO Managers".

Reference: Contract VA-020131-GARG, Page 20 of 30, Paragraph 45 entitled "Authorized Representatives" and, Attachment "A", Page 3 of 20, "Level I Services", Items 45, 46, 47, 48 and 49.

Both of the above referenced parties agree to the addition of the following renewal options for "Decision Tools for TCO Managers", Items 45 through 49 at the prices indicated:

Option 1:	A one-year renewal of the "Decision Tools for TCO Managers ", purchased prior to the expiration of the current one-year contract (Purchase Order). Order must be received by the end of the current term.	\$7,560.00
Option 2	A one-year renewal of the "Decision Tools for TCO Managers" purchased sixty (60) days prior to the termination of the current one-year contract (Purchase Order). Order must be received 60 days prior to the end of the current term.	\$7,300.00
Option 3:	A one-year renewal of the "Decision Tools for TCO Managers" purchased at the initiation of the current contract (Purchase Order). The one-year renewal must be included in the current contract.	\$6,675.00

D.I.T.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020131-GARG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

GARTNER, INC.

BY: Francis T. Murphy

NAME: Francis T. Murphy
Director, Government Contracts

TITLE: _____

DATE: 8/1/02

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: July 18, 2002

02 FEB 12 AM 9:24

CONTRACT VA-020131-GART
Between the
COMMONWEALTH OF VIRGINIA
and
GARTNER, INC.

This Basic Ordering Agreement (BOA) is entered into as of the date of award of the Commonwealth's RFP 2002-001 between GARTNER, INC., authorized to do business in the Commonwealth of Virginia with a primary place of business at 8405 Greensboro Drive, 6th Floor, McLean, VA 22102, hereinafter referred to as the "Vendor" or "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Customer", "State" or "Commonwealth" or "Authorized User".

This Agreement shall be construed as a continuing offer by the Vendor to perform specified Services which the Customer may accept from time to time by the placement of either Purchase Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for Services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by the Contracts Manager, DIT, or other as authorized.

As used throughout, the following terms shall have the meaning set forth below:

- The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.
- The term "Purchase Order" and/or "Task Order" means each individual "Order" authorized under this Basic Ordering Agreement.
- The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement as Attachment "C" to The Basic Ordering Agreement to RFP 2002-001.
- The term "Customer" or "Authorized User" means the Commonwealth of Virginia's Agencies, Institutions, and other Public Bodies as defined in Section 11-37 of the Virginia Public Procurement Act.

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.
2. Said Work Orders shall contain, among other provisions:
 - a. A reference to this Agreement;
 - b. Statement of Work;
 - c. Statement of Type of Work Order and costs or price; and,
 - d. Delivery or Performance Schedule.
3. An individual Work Order may be written as follows:
 - a. Time and Material Type: A Time and Material Work Order shall list the Services to be performed by labor category of personnel desired together with specific computer or tabulating Services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provision in ARTICLE V –MANDATORY TERMS AND CONDITIONS.
 - b. Fixed Price Type: A Fixed Price Work Order shall be negotiated where technical requirements can be set forth in sufficient detail to enable the Vendor to contract on such a basis. A Fixed Price Work Order may be negotiated for personnel services while other costs associated with the Work Order such as computer services can be included in the same Work Order on a Time and Material basis.
4. Pricing for all Time and Material Work Orders shall be in accordance with the rate schedule provided by the Vendor and set forth in RFP 2002-001, the "Pricing Schedule".
5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:

a. The Customer will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Vendor.

b. The Vendor shall review the Order and, upon acceptance by the Vendor, cause the Order to be executed by a duly authorized Vendor representative, and return both Vendor executed documents to the Customer.

c. The Customer, upon acceptance of the Vendor's executed documents, shall execute the Order and return one fully executed Order to the Vendor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of the attached Work Order.
2. As evidenced by written amendments hereto, this Agreement can be extended at the Commonwealth's sole discretion for two (2) additional one (1) year periods, provided however that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.
3. The terms of this Agreement and its incorporated Work Orders and other related Orders shall survive the period of performance stated in Sections 1 and 2 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by the Work Order is longer than one (1) month, the Vendor shall invoice monthly in arrears.
 - a. On Time and Material Work Orders, invoices will be at the billing rates set forth in the Pricing Schedule (RFP 2002-001) for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:
 - (1) Name of assigned employee(s)
 - (2) Date of assignment
 - (3) Rate per hour
 - (4) Hours worked
 - (5) Order Number
 - (6) Vendor's Federal Tax Identification Number (FIN)
 - b. On Fixed Price Work Orders, a mutually acceptable billing schedule shall be defined in the Work Order.
2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Vendor shall invoice the Customer for the full amount of the Work Order at the completion thereof.
3. A maximum of fifteen percent (15%) of each invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V – MANDATORY TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that this Agreement and all Orders issued hereunder constitute the entire agreement of the parties in relation to the subject matter hereof, and that no other agreements or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. VENDOR'S MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

10. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

A. To Prime Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

- (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. PRECEDENCE OF TERMS

Paragraphs 2-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

17. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. **Worker's Compensation - Statutory requirements and benefits.**

1. Employers Liability - \$100,000.
2. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

18. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of ten (10) days. Offerors desiring to review the selection process must do so within 10 days after Notification of Intent to Award, or other notification as deemed applicable by DIT, is posted.

19. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that all software installed and utilized on Contractor's Assets, contains information proprietary to the Commonwealth of Virginia and other third party software vendors, and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens. Therefore, Contractor agrees to hold all information and or software disclosed through operation of this Agreement in strict confidence, as required by this Section and use such information only in performance of this Agreement. Contractor hereby agrees that information or software utilized by the Commonwealth under this Agreement shall not be duplicated or furnished to others without the prior written consent of DIT.

Contractor acknowledges that in the course of performing Services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, and customers. Contractor agrees that, except as directed by COV, Contractor, its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of this Agreement) or (c) use any Confidential Information for any reason other than in the performance of Services hereunder. Upon termination of this Agreement, Contractor shall return to Commonwealth of Virginia or, at COV's request, destroy, all reports, documents, electronic data and other matter in Contractor's possession or control, or in the possession or control of Contractor's Personnel that contain or relate to the Confidential Information. Contractor may disclose Confidential Information to its Personnel as have a need therefore in the performance of their duties as prescribed herein, provided, however, that Contractor shall inform all such Personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

- (a) Contractor can demonstrate was in its possession prior to execution of this Agreement
- (b) has become generally available in the public domain without breach of this Agreement
- (c) becomes lawfully available to Contractor from a source other than the Commonwealth.

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

20. CONTRACTOR ACCESS TO CUSTOMER LOCATION/S

The Authorized User will grant to Contractor's Personnel such access to the Authorized User's location as may be necessary or appropriate for the Contractor to perform its obligations under this Agreement, subject to the Authorized User's applicable security measures. For any individual Customer location,

the Contractor may be required to undergo additional security procedures that may include, but not be limited to: records verification, provision of personal information, submission of photographs and/or fingerprints, etc. The Contractor may, at any time and for any Customer location, be required to provide for each individual, additional information or items that are reasonable for security measures, within the sole discretion of the Authorized User. These items may include the Contractor's written agreement with the individual provided under a Task Order, so as to verify agreement by Contractor's Personnel that all Customer information available while at the Customer's site remains confidential and proprietary. Any unauthorized release of proprietary information by Contractor's personnel shall constitute a breach of this Agreement, said cause of action to accrue upon actual discovery of such breach by the Customer.

21. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

22. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

23. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

24. INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict will be as follows:

- 1.) The agreed upon Work Order (For sample, see Attachment "D");
- 2.) Contract VA-020131-GARG dated February 22 2002;
- 3.) Related Orders issued hereunder;
- 4.) Contractor's Offer in response to RFP 2002-001;
- 5.) The Original RFP 2002-001, including all amendments.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

25. CONTRACT DOCUMENTS

Nothing contained in this Contract is considered Proprietary or Confidential or containing trade secrets as determined by the Contractor. All Contractor provided quotes and other information, in response to an Authorized User's request in the performance of this Contract, shall not contain any proprietary or Confidential information. The Contractor hereby irrevocably withdraws any claim that any future document provided to an Authorized User in response to actions under this Contract, should be treated as proprietary, confidential or contain trade secret information.

All Contractor documents and information provided in response to an Authorized User's request under the performance of this Contract, as well as all documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Contractor agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

26. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire Contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

27. CONTRACTUAL RECORDS

The Contractor shall make all contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

28. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

- a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.
- b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

29. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide non-infringing substitutes that are

satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

30. CREATION OF INTELLECTUAL PROPERTY

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Commonwealth. If the whole or any part of such copyrightable material cannot be deemed work made for hire, the Contractor agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than Contractor's Personnel or employees of the Commonwealth working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the Commonwealth.

The Commonwealth shall have all rights, title and interest in or to any invention reduced to practice through the performance of this Agreement.

The Contractor hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Agreement by the Commonwealth shall have the effect of rescinding the provisions of this Section.

31. EXCUSABLE DELAY

The Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Vendor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Vendor or its subcontractors.

32. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Customer for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Vendor agrees to perform the work specified and all obligations under the Order within such funding limitation. The

Vendor agrees to notify the Customer in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include= in such notification an estimate to complete the requirements of the Order.

The Customer shall not be obligated to reimburse the Vendor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Vendor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations if such increased costs are due to additional project requirements identified by the Customer after the initiation of the project effort, unless and until a written Change Order or written amendment to the Order increasing the funding limitation is approved by the Customer.

33. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE BY THE COMMONWEALTH

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. Consistent with the terms and conditions of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed.

34. TERMINATION OF WORK ORDERS FOR CONVENIENCE BY THE AUTHORIZED USER

Any individual Order under this Agreement may be terminated, in whole or in part, by the Authorized User for its convenience.

a. Termination of Order:

- (1) Upon receipt of such written notice of termination as specified above, the Vendor shall, within thirty (30) days after receipt of written notice of termination, file a claim with the Authorized User, which shall include an invoice for all costs incurred prior to termination.
- (2) Upon receipt of payment for the Vendor's final invoice and the termination claim, the Vendor shall turn over to the Customer all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.
- (3) There shall be no payment for partially completed deliverables except when progress payments are specified in the Order and the Vendor can provide evidence of progress prior to termination and which, in the sole opinion of the Authorized User, warrants payment for a partially completed and acceptable deliverable.
- (4) Except as expressly provided in the Work Order, there shall be no payment for deliverables contracted for but not delivered by the Vendor.

- (5) When the Authorized User determines that the Vendor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Vendor for products or services which have not been delivered or for services that have been performed which are deemed unacceptable by the Authorized User.

35. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

36. BREACH

In the event of breach by the Vendor of any authorized Order, the Authorized User shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, the Authorized User may give written notice to the Vendor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for a breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a Contract in the event of any subsequent breach of any provisions of this Agreement.

37. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

38. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u> <u>ADDRESS AND</u> <u>PHONE NUMBER</u>	<u>TYPE GOODS/</u> <u>SERVICES</u>	<u>ACTUAL</u> <u>DOLLARS</u>	<u>PLANNED</u> <u>DOLLARS</u>	<u>% OF TOTAL</u> <u>CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

39. TAXES

Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use certificates of exemption Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

40. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

41. COMPLIANCE WITH FEDERAL LOBBYING ACT

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

42. PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

43. CONTRACTOR'S REPORT OF SALES

The Contractor must report quarterly the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in the paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days

after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition throughout the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

44. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment ("IFA"). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph above, entitled "Contractor's Report of Sales." The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein and made payable to "Controller, DIT."

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

45. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified as the authorized signatory or his duly designated alternate, and for the Contractor the person identified in the solicitation.

Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

GARTNER, INC.

DIRECTOR, GOVERNMENT CONTRACTS
8405 GREENSBORO DRIVE - 63 FL
MCLEAN VA 22102

COMMONWEALTH OF VIRGINIA

Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

46. TERM

This Agreement shall take effect upon the date of its final execution by both parties. Services ordered under the Basic Ordering Agreement by Authorized Users are to be provided from this date for two years with two (2) one year renewal options to be executed at the discretion of the Commonwealth. This will be an optional use Contract.

47. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

As a vendor desiring to provide goods and/or services to the Commonwealth the contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

Francis T. Murphy

Director, Government Contracts



Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

GARTNER, INC.

DIRECTOR, GOVERNMENT CONTRACTS
8405 GREENSBORO DRIVE - 63 FL
MCLEAN VA 22102

COMMONWEALTH OF VIRGINIA

Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

46. TERM

This Agreement shall take effect upon the date of its final execution by both parties. Services ordered under the Basic Ordering Agreement by Authorized Users are to be provided from this date for two years with two (2) one year renewal options to be executed at the discretion of the Commonwealth. This will be an optional use Contract.

47. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

As a vendor desiring to provide goods and/or services to the Commonwealth the contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GARTNER, INC.

BY: Francis T. Murphy
NAME: FRANCIS T. MURPHY
TITLE: DIRECTOR, GOVERNMENT CONTRACTS
DATE: 2/11/02

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: February 22, 2002

ATTACHMENT "B"
TO
AGREEMENT VA-020131-GARG
FOR THE
VIRGINIA DEPARTMENT OF _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Francis T. Murphy

Printed Name:

FRANCIS T. MURPHY

Organization:

GARTNER, INC.

Date:

2/11/02

ATTACHMENT "C"

to Contract VA-020131-GARG

COMMONWEALTH OF VIRGINIA

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between GARTNER, INC., hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", dated _____ and Contract VA-020131-GARG, dated Feb. 22, 2002 are incorporated herein by reference as integral parts of this Work Order.

**DATE OF
ISSUANCE:** _____

OBJECTIVE: To provide agencies and institutions of the Commonwealth with qualified data processing consulting Services including _____ Services to augment the Commonwealth's development staffs on an AS REQUIRED BASIS.

**STATEMENT
OF WORK:** The Contractor shall provide qualified personnel, as identified by the above referenced Contract VA-020131-GARG to fill the positions of:

SEE Attachment "A"

Expertise of Contractor's personnel shall be required in the disciplines listed in Attachment "A".

**TYPE OF
AGREEMENT:** This Work Order is issued under the Time and Materials provisions of the Basic Ordering Agreement referenced above.

**ORDER OF
PRECEDENCE:** Any conflict between the documents comprising this Agreement will be resolved in the following order of precedence:

1st: The agreed upon Work Order (For sample, see Attachment "D");

Contract VA-020131-GARG

Page - 24 of 30

2nd: Contract VA-020131-GARG dated February 22,
2002;

3rd: Related Orders issued hereunder.

4th: Contractor's Offer in response to RFP 2002-001.

5th: The Original RFP 2002-001, including all amendments;

**CUSTOMER POINTS
OF CONTACT**

The individuals listed below are the Customer Points of Contact for requesting vendor consulting Services and coordinating vendor work assignments:

**PROCEDURE FOR
ORDERS:**

The Customer shall be provided a written or telephonic request setting forth the tasks and/or required skills of the position(s). The Contractor, upon receipt of the request, shall Provide Customer with the resumes of Contractor's qualified and available personnel within seventy-two (72) hours from the date of the request. Customer shall review the qualifications of the individuals presented. Customer shall have the option to conduct personal interviews with the candidates presented by the Contractor. If Customer, in its sole discretion, determines that the individual(s) reviewed is/are acceptable, Customer shall either issue a Purchase Order or request the DIT Contracts Manager to issue a Task Order, hereinafter referred to as "Orders", for the specific individuals requested. Customer reserves the right to refuse any or all individuals presented by the Contractor. Upon receipt of an Order, the Contractor shall have five (5) working days to countersign the Order and return it to Customer or the DIT Contracts Manager and cause the named individual to report to work on the date specified in the Order.

CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO THE ISSUING OFFICE. ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE SPECIFIED IN THE ORDER MAY NOT BE BILLED

AND/OR ACCEPTED BY CUSTOMER'S FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in the item entitled "BREACH" of Article V, Mandatory Terms and Conditions, of the Contract.

The use of subcontractor personnel is authorized as identified herein, under Attachment "A", entitled "Rate Schedule".

In the event none of the personnel submitted by Contractor are deemed, at Customer's sole discretion, to be fully qualified by Customer, then Customer may obtain the required Services from other sources in compliance with the Virginia Public Procurement Act.

**PAYMENT OF
INVOICES:**

All invoices shall be submitted in accordance with Article IV of the Contract. The Contractor will provide Customer with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Customer's Project Officer and Customer's Fiscal Officer prior to payment.

CUSTOMER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED WHICH WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY CUSTOMER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Customer to travel away from Customer's central facility to perform related tasks, Customer shall reimburse Contractor for actual out-of-pocket expenses which are reasonable and judicious in accordance with the latest published version of Department of Accounts' Lodging

guidelines. Such reimbursement shall not exceed the rates set forth below:

Contractor Furnished Transportation \$.27 per mile

Meals and Lodging.....\$136.00 per day
Customer shall not incur additional costs under any circumstances whatsoever.

**STATE'S RIGHTS
TO COMPUTER
SOFTWARE AND
DOCUMENTATION:**

The Commonwealth of Virginia shall have unlimited rights (TITLE) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING:

Contractor shall provide a monthly report to the Customer's Project Officer setting forth the total number of hours invoiced each month and the total dollar value of Services provided. This report shall be provided as of the end of each calendar month and shall be cumulative. Additionally, a copy of this report shall be provided at the same time to the DIT Contracts Manager, 110 S. 7th Street, Richmond Plaza Building (Lobby Floor), Richmond, VA, 23219. The State shall not incur any cost for the preparation of or the providing of such reports.

**HOURS OF
OPERATION:**

Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Customer project related requirements and/or suspense dates. When additional hours are required Customer's Project Officer will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in this Work Order.

**RESOURCE
COMMITMENT:**

Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION:

The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Customer Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Customer, the Order may be terminated, or at the sole option of Customer, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Customer. This period of time is provided for the individual to become familiar with Customer's program(s) and his/her relationship to the Overall system.

BILLING

The billing rates listed in Attachment "A", entitled Rate Schedule are approved for the positions listed below:

Labor Category:

See Attachment "A"

PRICE INCREASES

Contractor will provide the required consultant Services as defined in this Contract for a period not to exceed two years. Such Services shall be provided in accordance with the Contractor's price, set forth in Attachment "A", for a period of two years.

Contractor may request increases for additional annual periods, which shall, at the sole discretion of the Commonwealth, if accepted, be effective on each anniversary date for each succeeding year. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If prices for the Services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the Services at the lowest price available to any other customer.

TERM:

This Work Order will automatically terminate two years from the date of execution. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for two additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF THIS AGREEMENT ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE MANDATORY TERMS AND CONDITIONS OF THIS AGREEMENT, AND ANY ORDERS ISSUED HEREUNDER.

ATTACHMENT "D"
TO
CONTRACT VA-020131-GARG
COMMONWEALTH OF VIRGINIA

Department of Information Technology

--- SAMPLE TASK ORDER ---

TASK ORDER #02-__

APR # _____ DATE _____, 200 _____

Contractor: _____ USING
AGENCY: _____

<u>NAME</u>	<u>FIXED OR T&M RATE</u>	<u>PERSONNEL CATEGORY</u>	<u>HOURLY RATE</u>	<u>REPORTING DATE</u>	<u>APPROXIMATE COMPLETION DATE</u>
-------------	----------------------------------	-------------------------------	------------------------	---------------------------	--

<u>PROGRAM IDENTIFICATION</u>	<u>PROJECT OFFICER</u>	<u>TOTAL NOT TO EXCEED COST TASK ORDER #</u>
-----------------------------------	----------------------------	--

Name:

Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Contract VA-020131-GARG between Contractor and the Commonwealth of Virginia dated February 22 2002, apply to this tasking.

GARTNER, INC. _____ COMMONWEALTH OF VIRGINIA _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT "A"
to
Contract VA-020131-GART

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-020131-GARG between Gartner, Inc., and the Commonwealth of Virginia.

Level I Services – As Indicated in the chart below:

Number of seats	Hours of Research Analyst Inquiry included per seat
1	Unlimited (for Advisors seat)
1 to 9	Unlimited (for Advisors seat)
1 to 9	None (for Reference seat)
10 to 24	Unlimited (for Advisors seat)
10 to 24	None (for Reference seat)
25 to 49	Unlimited (for Advisors seat)
25 to 49	None (for Reference seat)
50 to 99	Unlimited (for Advisors seat)
50 to 99	None (for Reference seat)
RA Knowledge Base Content Areas	
1	Application Development
2	Application Integration and Middleware
3	Business Intelligence and Data Warehousing
4	Enterprise Networking
5	Emerging Trends and Technologies
6	Enterprise Management
7	Hardware Platforms
8	Internet Platforms and Web Services
9	Security and Privacy
10	Mobile and Wireless
11	Business Management of IT
12	Collaborative Commerce
13	e-Business
14	Knowledge Workplace
15	Customer Relationship Management
16	Strategic Sourcing
17	Government
18	Higher Education
19	Healthcare
20	Financial Services
21	Small and Midsize Business
22	Hardware Marketplace
23	Software Marketplace
24	IT Services Marketplace
25	Telecom Marketplace
26	Semiconductor Marketplace

Consulting	
1	***STATEMENT OF WORK***
2	Vice President
3	Director
4	Associate Director
5	Senior Consultant
6	Consultant
7	Associate Consultant
Benchmark (Measurement) Services	
1	Rapid Assessment for Application Development & Support
2	Rapid Assessment for Contact Center
3	Rapid Assessment for Customer Satisfaction
4	Rapid Assessment for Data Networks
5	Rapid Assessment for Distributed Computing
6	Rapid Assessment for Enterprise Operations Center
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 FO2)
8	Rapid Assessment for Help Desk
9	Rapid Assessment for IT Business Effectiveness
10	Rapid Assessment for Total IT Expenditure
11	Rapid Assessment for Voice Telecom
12	Legacy Benchmarks for Applications Development Project Analysis
13	Legacy Benchmarks for Outsourcing Financial Assessment
14	Decision tools for Asset Management Repository
15	Decision tools for Financial System Application Software
16	Decision tools for Human Resources Application Software
17	Decision tools for Content Management Solutions
18	Decision tools for Convergence Server Solutions
19	Decision tools for Customer Relationship Management Suite
20	Decision tools for Customer Service and Support Software
21	Decision tools for Consolidated Service Desk
22	Decision tools for Data Switching Solutions Suite
23	Decision tools for Data Warehouse Solutions
24	Decision tools for E-Business Intelligence Model
25	Decision tools for e-Commerce: Business to Business - Buy Side
26	Decision tools for e-Commerce: Business to Business - Sell Side
27	Decision tools for Enterprise Information Portal
28	Decision tools for Enterprise Management Console Software
29	Decision tools for Enterprise Management Solutions
30	Decision tools for Enterprise Resource Planning Suite
31	Decision tools for Integrated Financials and Human

	Resources Software
32	Decision tools for Help Desk Software
33	Decision tools for Integrated Document Management Suite
34	Decision tools for Intel-Class Hardware – Desktop
35	Decision tools for Intel-Class Hardware – Notebook
36	Decision tools for Intel-Class Hardware – Server
37	Decision tools for LAN Switching Solutions Selection
38	Decision tools for Mid-Market ERP Software
39	Decision tools for Marketing Automation
40	Decision tools for Online Analytical Processing Software
41	Decision tools for Public Key Infrastructure (PKI)
42	Decision tools for Supply Chain Planning Software Selection
43	Decision tools for Sales Force Automation
44	Decision tools for Unix Platform Selection
45	Decision tools for TCO Manager for Distributed Computing
46	Decision tools for TCO Manager for Enterprise Operations Center
47	Decision tools for TCO Manager for Help Desk
48	Decision tools for TCO Manager for Data Networks
49	Decision tools for TCO Manager for Voice Telecom
Additional Product Offerings	
1	people3 IT Market Compensation Study
2	people3 IT Market Compensation Study & 3 Quarterly Trending Reports
3	people3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports
4	Careerpower --part of peoplepower 1-200 seats
5	Careerpower --part of peoplepower 201 -500 seats
6	Careerpower --part of peoplepower 501 - 1000 seats
7	Careerpower --part of peoplepower 1001 - 2000 seats
8	Resourcepower --part of peoplepower
9	Learningpower --part of peoplepower
10	Security Analysis---TruSecure
11	Security Analysis---TruSecure Perimeter
12	Executive Programs--Exp Club
13	Executive Programs--Exp Premier
14	Best Practice Groups
15	***STATEMENT OF WORK***
16	Vice President people3 consulting
17	Director people3 consulting
18	Senior Consultant people3 consulting
19	Lead Consultant people3 consulting
20	Associate Consultant people3 consulting

Number of Seats	Price per seat ¹	Hours of Research Analyst Inquiry Included per seat	Price ¹ per additional hour of Research Analyst Inquiry
1	15,000	Unlimited (for Advisors seat)	Included in cost of Advisors seat
1 to 9	15,000	Unlimited (for Advisors seat)	Included in cost of Advisors seat
1 to 9	9,000	None (for Reference seat)	\$1000/hr or \$4000 for 6 hrs, or \$6000 full day
10 to 24	8,600	Unlimited (for Advisors seat)	Included in cost of Advisors seat
10 to 24	7000	None (for Reference seat)	\$1000/hr or \$4000 for 6 hrs, or \$6000 full day
25 to 49	7,400	Unlimited (for Advisors seat)	Included in cost of Advisors seat
25 to 49	4,800	None (for Reference seat)	\$1000/hr or \$4000 for 6 hrs, or \$6000 full day
50 to 99	6,400	Unlimited (for Advisors seat)	Included in cost of Advisors seat
50 to 99	3,900	None (for Reference seat)	\$1000/hr or \$4000 for 6 hrs, or \$6000 full day

RA Knowledge Base Content Areas		
1	Application Development	
2	Application Integration and Middleware	
3	Business Intelligence and Data Warehousing	
4	Enterprise Networking	
5	Emerging Trends and Technologies	
6	Enterprise Management	
7	Hardware Platforms	
8	Internet Platforms and Web Services	
9	Security and Privacy	
10	Mobile and Wireless	
11	Business Management of IT	
12	Collaborative Commerce	
13	e-Business	
14	Knowledge Workplace	
15	Customer Relationship Management	
16	Strategic Sourcing	
17	Government	
18	Higher Education	
19	Healthcare	
20	Financial Services	
21	Small and Midsize Business	
22	Hardware Marketplace	
23	Software Marketplace	

24	IT Services Marketplace	
25	Telecom Marketplace	
26	Semiconductor Marketplace	
Publications		Cost¹
1	Talking Technology Series	Included with Advisor's seat
2	GartnerConnects	Included with Advisor's seat
3	Talking Business	Included with Advisor's seat
Consulting		Cost¹
1	***STATEMENT OF WORK***	
2	Vice President	\$533.5/hr
3	Director	\$441.65/hr
4	Associate Director	\$365.2/hr
5	Senior Consultant	\$289.3/hr
6	Consultant	\$213.4/hr
7	Associate Consultant	\$158.4/hr
Benchmark (Measurement) Services		Cost¹
1	Rapid Assessment for Application Development & Support	\$52,000 + T.E
2	Rapid Assessment for Contact Center	\$52,000 + T.E
3	Rapid Assessment for Customer Satisfaction	\$52,000 + T.E
4	Rapid Assessment for Data Networks	\$52,000 + T.E
5	Rapid Assessment for Distributed Computing	\$52,000 + T.E
6	Rapid Assessment for Enterprise Operations Center	\$52,000 + T.E
7	Rapid Assessment for Enterprise Storage Management (Avail Q2 FO2)	\$52,000 + T.E
8	Rapid Assessment for Help Desk	\$52,000 + T.E
9	Rapid Assessment for IT Business Effectiveness	\$52,000 + T.E
10	Rapid Assessment for Total IT Expenditure	\$52,000 + T.E
11	Rapid Assessment for Voice Telecom	\$52,000 + T.E
12	Legacy Benchmarks for Applications Development Project Analysis	\$43,000 + T.E
13	Legacy Benchmarks for Outsourcing Financial Assessment	\$81,000 + T.E
14	Decision tools for Asset Management Repository	\$12,000/seat
15	Decision tools for Financial System Application Software	\$12,000/seat

16	Decision tools for Human Resources Application Software	\$12,000/seat
17	Decision tools for Content Management Solutions	\$20,000/seat
18	Decision tools for Convergence Server Solutions	\$20,000/seat
19	Decision tools for Customer Relationship Management Suite	\$36,000/seat
20	Decision tools for Customer Service and Support Software	\$12,000/seat
21	Decision tools for Consolidated Service Desk	\$20,000/seat
22	Decision tools for Data Switching Solutions Suite	\$20,000/seat
23	Decision tools for Data Warehouse Solutions	\$28,000/seat
24	Decision tools for E-Business Intelligence Model	\$20,000/seat
25	Decision tools for e-Commerce: Business to Business - Buy Side	\$20,000/seat
26	Decision tools for e-Commerce: Business to Business - Sell Side	\$20,000/seat
27	Decision tools for Enterprise Information Portal	\$20,000/seat
28	Decision tools for Enterprise Management Console Software	\$20,000/seat
29	Decision tools for Enterprise Management Solutions	\$20,000//seat
30	Decision tools for Enterprise Resource Planning Suite	\$36,000/seat
31	Decision tools for Integrated Financials and Human Resources Software	\$20,000/seat
32	Decision tools for Help Desk Software	\$12,000/seat
33	Decision tools for Integrated Document Management Suite	\$20,000/seat
34	Decision tools for Intel-Class Hardware – Desktop	\$12,000/seat
35	Decision tools for Intel-Class Hardware – Notebook	\$12,000/seat
36	Decision tools for Intel-Class Hardware – Server	\$12,000/seat
37	Decision tools for LAN Switching Solutions Selection	\$12,000/seat
38	Decision tools for Mid-Market ERP Software	\$20,000/seat
39	Decision tools for Marketing Automation	\$12,000/seat
40	Decision tools for Online Analytical Processing Software	\$12,000/seat
41	Decision tools for Public Key Infrastructure (PKI)	\$20,000/seat
42	Decision tools for Supply Chain	\$20,000/seat

	Planning Software Selection	
43	Decision tools for Sales Force Automation	\$20,000/seat
44	Decision tools for Unix Platform Selection	\$20,000/seat
45	Decision tools for TCO Manager for Distributed Computing	\$18,000/seat
46	Decision tools for TCO Manager for Enterprise Operations Center	\$18,000/seat
47	Decision tools for TCO Manager for Help Desk	\$18,000/seat
48	Decision tools for TCO Manager for Data Networks	\$18,000/seat
49	Decision tools for TCO Manager for Voice Telecom	\$18,000/seat

Events		Cost¹
1	U.S. Fall Symposium/ITxpo 2001	\$3,395/person (\$2000/person for clients with a reference or advisors seat)
2	Application Integration—Fall: B2B Collaboration and Application Integration	\$1,495/person
3	Gartner Dataquest Semiconductors 2001	\$1,495/preson
4	Wireless LAN Summit	\$1,295/person
5	20th Annual Data Center Conference	\$1,295/person
6	Midsize Enterprise Summit—West Coast	Invitation only—Need to qualify, if qualified the event is free
7	CRM Summit—Spring 2002	\$1,495/person
8	Wireless Access, Mobile Business Conference	\$1,495/person
9	Midsize Enterprise Summit—East Coast	Invitation only—Need to qualify, if qualified the event is free
10	U.S. Spring Symposium/ITxpo 2002	\$3,395/person (\$2000/person for clients with a reference or advisors seat)
Additional Product Offerings		Cost¹
1	people3 IT Market Compensation Study	\$2,900
2	people3 IT Market Compensation Study & 3 Quarterly Trending Reports	\$3,750
3	people3 Strategic IT Human Capital Trend Analysis & 3 Quarterly Trending Reports	\$1,000
4	Careerpower —part of peoplepower 1-200 seats	\$114,000 (initial purchase and first yr maintenance) + \$19,000/year maintenance for subsequent years
5	Careerpower —part of peoplepower 201 -500 seats	\$148,200 (initial purchase and first yr maintenance) + \$24,700/year

		maintenance for subsequent years
6	Careerpower --part of peoplepower 501 - 1000 seats	\$200,400 (Initial purchase and first yr maintenance) + \$33,400/year maintenance for subsequent years
7	Careerpower --part of peoplepower 1001 - 2000 seats	\$304,080 (Initial purchase and first yr maintenance) + \$50,680/year maintenance for subsequent years
8	Resourcepower --part of peoplepower	To be priced--contact Gartner AE for more details
9	Learningpower --part of peoplepower	To be priced--contact Gartner AE for more details
10	Security Analysis--TruSecure	\$90,000
11	Security Analysis--TruSecure Perimeter	\$125,000
12	Executive Programs--Exp Club	\$51,000/person
13	Executive Programs--Exp Premier	\$29,750/person
14	Best Practice Groups	\$3,300/seat
15	***STATEMENT OF WORK***	
16	Vice President people3 consulting	\$533.5/hr
17	Director people3 consulting	\$441.65/hr
18	Senior Consultant people3 consulting	\$365.2/hr
19	Lead Consultant people3 consulting	\$289.3/hr
20	Associate Consultant people3 consulting	\$213.4/hr

	EXP Premier	EXP Club
Initial Membership	\$29,750	\$51,000
Additional Members		
> second membership	- 10%	- 10%
> 3 rd - 5th	- 15%	- 15%
> 6 th - 10th	- 25%	- 25%
11+	Call Gartner contact	Call Gartner contact

ATTACHMENT "A"
to
Contract VA-020131-GART

Level II Services – No award.

ATTACHMENT "A"
to
Contract VA-020131-GART

Level III Services – No award.



Bruce G. Gordon
Agency Director

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219
(804) 371-5000

TDD VOICE-- TEL NO
804/371-8076

February 22, 2002

Gartner Inc.
Dir. of Gov't Contracts
Frank Murphy
8405 Greensboro Drive 6th Floor
McLean, VA 22102


RE: Contract VA-020131-GARG

Dear Frank,

It has been a pleasure working with you to reach the final agreement under RFP-2002-001 (Information Technology Research and Advisory Services). Enclosed you will find the fully executed original contract for your records, one original of which we will maintain on file in this office. Within a day or so, formal notice of this Contract award will be posted on our website at <http://asd.state.va.us>.

Please let me know if there is anything I can do to assist you when meeting the terms and conditions of the Agreement. I look forward to working with you.

Sincerely,



Melissa D. Norris, V.C.O.
Contracts Engineer

Enc. (1)